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Current Topics.

The Provincial Meeting of the Law Society.

FROM A notice which we print elsewhere it will be seen that the Provincial Meetings of the Law Society are to be resumed, and that the meeting this year will be at Liverpool on 5th and 6th October. The meeting at Hereford, which had been arranged for September, 1914, had to be cancelled, and since then this very useful means of expressing the views of lawyers upon current matters of legal interest, and putting forward suggestions for changes in the law, has been in abeyance. The world, as STEVENSON said, is—especially at the present time—"so full of a number of things" that there should be no difficulty in making the meeting interesting, and we think we know Lancashire well enough to say that members of the Law Society may be sure of a very hospitable reception.

The International Court of Justice.

THE POINT in connection with the League of Nations which most appeals to lawyers is contained in Art. XIV. of the Covenant which provides that "the Council shall formulate and submit to the Members of the League for adoption plans for the establishment of a Permanent Court of International Justice." This Court is to be competent to hear and determine any dispute of an international character which the parties thereto may submit to it; and may also give an advisory opinion upon any dispute or question referred to it by the Council or by the Assembly. The importance of a Court of Justice as an essential part of the constitution of the League of Nations is of course recognized. "There can," said Sir FREDERICK POLLOCK a year ago (L. Q. R., April, 1919, "The International Civil Court"), be no settled justice without judgment and no judgment without a tribunal"; and "the League will not be complete until it has a proper judicial instrument as well as deliberative and executive bodies." The main problems in connection with the establishment of a court are its constitution and the law which it is to administer. The International Commission which has been set up to formulate plans for the Court, and which is now sitting at the Hague, will certainly have to

deal with the first problem, but probably the second will be left for the Court itself to settle. The German scheme for a League of Nations (printed in Sir FREDERICK POLLOCK'S "League of Nations" from *The New Europe* of 15th, 22nd May, 1919) provides that the International Tribunal shall be elected by the Congress of States for nine years; each State to nominate one and not more than four persons, and each State to nominate fifteen persons out of the whole list of nominees; the fifteen persons receiving the highest number of votes to be elected. No doubt many other schemes will be submitted for the consideration of the Commission, but we do not find that Germany is represented upon it—a singular omission considering the part which that country has taken in legal development. With the adhesion of the United States to the Covenant still remaining doubtful, it is additionally important that no distinction as regards the League should be made between the countries lately belligerent.

Additional Judges of the King's Bench Division.

MOTIONS for the appointment of two additional judges in the King's Bench Division were carried in both Houses of Parliament on Wednesday, and this will bring back the Division to its pre-war strength. The demand for more judges became insistent in 1909, and a committee of both Houses was appointed to inquire into the matter. In December of that year the Committee unanimously reported that there was a serious congestion of business, and that it could not be satisfactorily dealt with by the appointment of commissioners. They recommended the immediate addition of two judges to the Division, but the addition was not to be permanent until, after further experience, Parliament should so decide. On the establishment of the Division under the Judicature Acts the number of judges was 15, and an additional judge was appointed in 1907 under section 18 of the Appellate Jurisdiction Act, 1876. But that Act only allowed an increase of two High Court judges, and the Chancery Division had had its additional judge in 1899. The report of the Joint Committee led to the passing of the Judicature Act, 1910, which authorized the appointment of two additional judges of the King's Bench Division; but the temporary nature of the addition was secured by the proviso that whenever, after 1st August, 1911, the whole number of King's Bench Division judges was fifteen or upwards, a vacancy was not to be filled unless an address had been presented from both Houses of Parliament representing that the state of business in the Division required the vacancy to be filled. Under the Act of 1910 two additional judges were appointed. The present number is sixteen, so that the proposed addition will bring the Division up again to the judicial strength of 1910.

The Extra-judicial Employment of Judges.

DURING THE war, as is well known, there was a great falling off of business, notably in the King's Bench Division, and the reduction of the number of judges to sixteen did not cause special notice. But business has now got back to its normal volume. The total number of causes last Michaelmas was 1,049; at Michaelmas, 1910, it was a little larger—1,120. In the succeeding years up to Michaelmas, 1914, the lists were tending to diminish, no doubt because the additional judges prevented the accumulation of arrears. But in the meantime there has been a great increase in the work of the P., D. and A. Division, the increase being almost entirely in divorce. And in addition the special circumstances of the times make it difficult, as the Lord Chancellor pointed out in the House of Lords on Wednesday, to resist the demand for judicial assistance outside the courts. In general it is very undesirable to take judges out of their proper sphere; but the judicial mind is one of the great assets of the community, and if it is required for the settlement of current difficulties it is not for lawyers to object. The demand is a testimony to the success with which judicial work is carried on. In connection with the present proposal we may call attention to the Recommendations of the Royal Commission on Delay in the King's Bench Division of 1913; a summary will be found in 58 SOLICITORS' JOURNAL at p. 159. They included the proposal that the Long Vacation should be

reduced to two months, from 1st August to 1st October, but this has not yet been adopted, though the Lord Chancellor said he did not exclude from consideration a modification of this nature. In fact it has been repeatedly urged by the Law Society. It was at this Commission that Lord ALVERSTONE said: "We have been for ten years—all my time—working this Division with too few judges."

American Presidents and the American Constitution.

THE RECENT holding of a convention by the Republican party of America for the selection of their Presidential Candidate reminds us that not the British Constitution alone has its conventions and legal fictions. One of the most celebrated of all constitutional fictions is that by which the method of choosing the U.S. President, reserved by HAMILTON in that famous document, the Constitution of the United States, for an oligarchy called an Electoral College, passed into the hands of the people at large. HAMILTON was an advocate of Monarchy, who wished the United States to choose a non-elective monarch. But this he dared not advocate openly. So he compromised by consenting to a scheme which he hoped would place the President on a pinnacle outside popular influence. The scheme was devised by BENJAMIN FRANKLIN, and was modelled, it is said, on that of the Papal College of Cardinals, who elect the Pope. There was to be a college of electors, composed of members chosen not by the electorate, but by the Legislature of each state. Each elector was to be free to vote for anyone he pleased; he was forbidden to be a delegate of his state Legislature; no promise he might give was to be binding. The President must have a majority of the electoral college votes; if no one had this majority, then Congress was to select the President from the five names which received most votes. But alas for the "best laid schemes of mice and men"! The political parties combined to force their representatives on the Legislatures to pledge themselves in favour of the candidate popularly selected by a vote of all the members of the party. In a country where no one hesitates to tar and feather an unpopular politician, no member of the electoral college has ever dared to vote otherwise than in accordance with his pledge. The result is that the electors in fact merely give votes in each state for the nominee whose party has secured a majority of the popular vote in that state.

The Fifteenth Amendment.

ANOTHER INSTRUCTIVE example of a constitutional enactment which has "gone astray" is the famous Fifteenth Amendment to the U.S. Constitution. After the great Civil War, the North found that the South were in fact passing laws which in substance re-enslaved the enfranchised blacks under other names. Various devices were passed to prevent this. Finally the Fifteenth Amendment to the Constitution declared in plain terms that the rights of citizens should not be "denied or abridged . . . on account of race, &c." The "Fourteenth Amendment" had already provided that "No state shall make . . . any law which shall abridge the privileges or amenities of citizens of the United States." But the South soon found ways of getting out of these provisions. They had, however, a most unexpected result, for the Supreme Court solemnly decided that the "citizens" referred to were intended to include "corporations," and, therefore, that all special legislation restricting corporations was invalid.

Tenure of Judicial Office Overseas.

THE CURRENT number of the *Journal of Comparative Legislation*, in the Review of Legislation for 1918, draws attention (p. 44) to a New South Wales statute—Judges Retirement Act, 1918—by which Supreme Court judges are compelled to retire on reaching the age of seventy. A New Zealand statute—the Supreme Court Judges Act, 1903—seems to have been the original from which this New South Wales Act was taken. Under the New Zealand enactment (now section 13 of the Judicature Act, 1908) judges appointed after 4th September, 1903, must retire at the age of seventy-two. This plan of compulsory retirement at seventy or seventy-two is, of course, an alteration of the tenure on which judicial office is usually

held overseas, where for the most part provisions analogous to those in the Act of Settlement form part of the constitution, and judges usually hold office for life. The right to legislate in derogation of this life tenure was recently challenged in the case of Queensland, and the High Court of Australia held that the Queensland Legislature could not validly enact that judges should be appointed for seven years only unless the necessary amendment was first made in the Constitution: see *McCawley v. Rea* (1918, 26 C. L. R. 9). This decision was reversed by the Privy Council in March last (*Times*, 9th March, 1920), and it was held that overseas dominions with responsible government have full powers to create judicial offices as they see fit. This was one of the purposes for which the Colonial Laws Validity Act, 1865, was enacted by the Parliament of the United Kingdom.

Gifts Void for Remoteness.

IN OUR issue of 12th June (*ante*, p. 567), under the heading "Further Suggestions for the Amendment of the Law of Property," a proposal is made by Mr. W. WHITWORTH to validate certain gifts which at present, by purporting to vest in the donee at a period more than twenty-one years after a life in being, are invalid. As no reference is made to any such proposal ever having received legislative sanction anywhere, Mr. WHITWORTH was probably not aware that a reform of this kind has already been effected in Australia. It was effected in Victoria in the year 1918. The following is the text of section 11 of the Real Property Act, 1918, of Victoria (No. 2962):—

"(1) Where in a will the absolute vesting either of capital or income of property, or the ascertainment of a beneficiary or class of beneficiaries, is made to depend on the attainment by the beneficiary or members of the class of an age exceeding twenty-one years, and thereby the gift to that beneficiary or class or any member thereof, or any gift over, remainder, executory limitation, or trust arising on the whole or partial failure of the original gift, is, or but for this section would be, rendered void for remoteness, the will shall take effect for the purposes of such gift, gift over, remainder, executory limitation, or trust as if the absolute vesting or ascertainment aforesaid had (without prejudice to any provision for earlier vesting or ascertainment) been made to depend on the beneficiary or member of the class attaining the age of twenty-one years, and that age shall be substituted for the age stated in the will."

"(2) This section applies to any testamentary appointment (whether made in exercise of a general or special power), devise, or bequest contained in the will of a person dying after the commencement of this Act, whether the will is made before or after such commencement."

"(3) This section applies notwithstanding that the absolute vesting or ascertainment is also made to depend on the marriage of any person, or on any other event, which may occur before the age stated in the will is attained."

In New South Wales a similar reform was effected in the year 1919, and section 36 of the Conveyancing Act, 1919, of New South Wales (No. 6 of 1919) is nearly a transcript of the Victorian enactment, "instrument" being substituted for "will," and some slight changes in language being made.

Overseas Statutes.

QUESTIONS of the local law in any of the overseas dominions are, both in theory and practice, treated by English courts as "foreign" law, and required to be proved by the evidence of experts. So far is this rather strange procedure carried that an expert witness is usually produced to state the terms of and interpretation placed upon an overseas statute. To this there are occasionally exceptions made, and the overseas statute has in one or two reported cases been examined by the Court itself when there has arisen some question as to its proper construction. This exceptional course is perhaps destined to become the normal course. Quite recently, once in the Court of Appeal and once in the Admiralty Division, before a divisional court, overseas statutes have been examined and interpreted by the Court in the same way that an English statute of the United Kingdom would be examined and interpreted. The first of these cases is *Markwald v. Attorney-General* (1920, 1 Ch. 348). The question there was whether

a person of German birth who had become naturalized in Australia had thereby acquired the status of a British subject in the United Kingdom. Among the statutes examined was the Naturalization Act, 1903, of the Commonwealth of Australia, and it was necessary to decide what rights were conferred by that Act on a person naturalized in Australia. The "true construction and effect" of the Act were arrived at by the Court of Appeal putting its own interpretation on it, and it was held that the privileges conferred were only conferred in Australia and not elsewhere.

Construction of a Canadian Statute.

THE OTHER case of the two above referred to is *The Chelston* (*Times*, 2nd inst.), an Admiralty case of appeal from the finding of a Court of Formal Investigation held at Montreal, by which the certificate of the master of the British steamship *Chelston* had been suspended. On one aspect of the case we have already commented (*ante*, p. 543). The ship had been lost in the St. Lawrence, and the court of first instance at Montreal had held the master to blame. But no charge had been preferred against the master, and no opportunity given him to defend himself. The loss having taken place in Canadian waters, and the inquiry having been held at Montreal, the Canada Shipping Act (R. S., 1906, c. 113) applied. By section 801 (3), as amended by an Act of 1908, "a certificate shall not be cancelled or suspended under this section unless the holder of the certificate has had an opportunity of making a defence." It was necessary to consider how far the Canadian legislation was valid with regard to the certificates of British seamen. The statutes themselves were considered and interpreted by the Probate, Divorce and Admiralty Divisional Court, and it was held that these statutes in no way diminished the safeguards to a master afforded by British legislation, but, on the contrary, Canadian legislation amply protected the interests of a British shipmaster. The appeal was therefore allowed, as (contrary to the provisions of the Canadian statute) the master had had no opportunity of making a defence to the charge against him.

The Defence of the Realm Regulations.

WE PRINT elsewhere an Order in Council revoking Regulation 37D of the Defence of the Realm Regulations. Under this regulation a person was not, unless specially authorized for the time being by the Admiralty or Board of Trade, to act as master of a British merchant ship unless he was a natural-born British subject and the son of British subjects. This is not of very wide interest, but it may be useful to note that the Regulations, save as specifically revoked, are still in force, and will remain so until that continually receding date—"the termination of the present war." Which have been revoked may not be easy to ascertain. We are not aware of any reprint of the Regulations since that of May, 1919. The War Emergency Laws (Continuance) Act, 1920, which continues certain of them until 31st August next, only becomes effective on the termination of the war, and will be effective—if at all—for a very short time.

In the Court of Appeal, on the 3rd inst., says the *Times*, during the hearing of a workmen's compensation appeal from the decision of a county court judge sitting as arbitrator under the Workmen's Compensation Act, 1906, it was stated that the matter had been referred to the county court judge to ascertain his finding of facts at the hearing of the arbitration. The Master of the Rolls said that he agreed with the remarks of Lord Atkinson in *King v. Port of London Authority* (35 T. L. R. 622) that it was to be desired that the Court should have the benefit of the actual findings of fact by the county court judge. The Court had no wish to increase the burden laid upon county court judges, who were often in a difficult and arduous position, but it seemed a small matter, and one which would not take up very much time, for the judge to make a note of each finding. He might simply say, "I find . . . (setting out the fact)." If a point of law were decided a note should also be made of the finding of law. In giving judgment in the case, Lord Justice Warrington desired to associate himself with these remarks.

Recent Developments of Trade Union Law

II.—ILLEGAL COERCION.

In our first article we said that for a long time past our courts have tended to recognize a somewhat indefinite tort which is variously described as "illegal coercion" and as "unlawful interference with a man in the exercise of his calling": *Tarleton v. MacGawley* (1794, Peake, N. P. C. 270). In the case just quoted a ship trading off the coast of Africa was annoyed at the disturbance of a practical monopoly it had for some time enjoyed, owing to the arrival of competing traders on the scene. Its master decided to frighten the natives into leaving off all intercourse with rival traders. He accordingly fired a cannon at the native trading canoes when on their way to trade with a rival ship. The natives ceased the trade thus threatened. The rival ship sued the defendants in tort for "trespass in the case," i.e., interference with their right to exercise the calling of a trader. The defence was that such interference was a form of legitimate business competition. But this view the Court refused to take, finding in favour of the plaintiffs.

Now *Tarleton v. MacGawley* (*supra*) illustrates in an exceptionally clear way the principle on which we believe the true view of the law here to be founded. *Prima facie*, any man enjoying the protection of the King's peace (i.e., neither an outlaw nor an "alien enemy") is entitled to three fundamental rights:—

(1) The undisturbed possession of his property, his person and his legal *privilegia* (e.g., the right to vote and exercise other public rights).

(2) The undisturbed enjoyment of his property or the exercise of a "common right" (e.g., a right to use the King's highway).

(3) The undisturbed enjoyment of his family rights, of his right to contract, and of the right to carry on a lawful calling in a customary way (see Pollock on Torts, 9th edition, chapters 6-11).

The interference with any one of these three classes of rights is essentially a "breach of the King's peace," and therefore a "trespass." But only the infringement of a property right, an assault on the person (including the restraint of a man's liberty), or the denial of his right to exercise a public franchise, were treated by the early mediæval law as "trespass." The second and third class of wrongs gradually came to be recognized as analogous, as in *consimili casu*, and the writ for "trespass on the case," commonly known as an action in "case," was issued to the plaintiff who alleged one or other of these wrongs. The distinction was marked, too, in another way. The action of "trespass" arose whenever any infringement of legal right occurred, whether or not there was damage done and whether or not there was malice, i.e., an intent to injure. But the action of "trespass on the case" was more limited. It became necessary to shew not only "*injuria*," but also "*damnum*." This is essentially so in the great class of actions on the case known as "nuisance," i.e., disturbance of anyone in the enjoyment of his property or in the exercise of a public or common incorporeal right. But in the class of torts so classed together as "nuisance" nothing further need be proved. It was not necessary to shew any "intent to infringe" the plaintiff's rights. Mere actual infringement plus *damage feasant* was sufficient.

Gradually, however, the conception of "case" extended to other classes of wrongs still more indefinite than "nuisance." This third category we have set out above as including "interference" with family rights, interference with contracts, and obstruction of a man's right to carry on a lawful trade. Here a difficulty arose. The first tendency of the Court was to apply even here the rule that *injuria* plus *damnum* is sufficient to found an action, even in the absence of malice, express or implied, or constructive. But against this there grew up a different view, which tended to hold that, in the class of indefinite wrongs just described, it is necessary to prove

"*malitia*" as well as "*injuria*" and "*damnum*." Nearly all the confusion in the cases has arisen from this problem: the question how far in "case," as distinct from trespass and the older variety of "case" (nuisance), it is necessary to prove any kind of "*malitia*."

As a matter of fact, this problem is still unsolved in all the chief varieties of "case" enumerated by us. Take, first of all, the interference with "family rights." This may take one of three forms, either (a) the seduction of a wife's chastity, or (b) the seduction of a daughter's or servant's chastity, or (3) the harbouring of an eloped wife or child. All these are clearly still actionable, but the extent to which the element of malice enters in is still a matter of dispute. Only the other day Mr. Justice McCARDIE considered in a very learned judgment (*Butterworth v. Butterworth*, 36 T. L. R. 265; 1920, W. N. 96) the question whether the paramour of an adulterous wife, when ignorant of her marital status, is guilty of a tort actionable in damages. Of course, there is "*injuria*" and there is "*damnum*." The only question is whether there is "*malitia*," namely, a deliberate or wilful attack on the known family rights of another man. Mr. Justice McCARDIE considered the question of "malice" irrelevant, and no proof of it necessary. But his judgment is somewhat vitiated by a curious tendency to construct a wholly artificial and antiquated view of the nature of "trespass on the case." His lordship treats this wrong as essentially an injury to a man's property, and suggests that adultery is actionable in *crim. con.*, because at common law the wife was treated as the husband's chattel, and the seducer had injured the value of that chattel. This is highly artificial, and only tends to create false sentiment. It is very doubtful whether early law ever did regard women as "chattels," and certainly our common law never did so. The analogy of a "trespass," or "injury of property rights," was one of the devices or legal fictions by which mediæval law found a means of granting remedies for otherwise unclassified or unrecognized wrongs. But it was never more than a mere legal fiction. To treat it seriously as indicating the view that a man had a right of property in his wife or child is to misunderstand entirely the way in which our law has grown up, and to turn a mere "fiction" into a real relationship.

Again, the question as to the actionability of "contractual" rights has created the same judicial difficulties. In *Lumley v. Gye* (1853, 2 E. & B. 216), it was recognized that A has a quasi-property in his contracts with B, so that if C induces B to break the contract, A has two collateral and distinct remedies. He can sue B for breach of contract. He can sue C in tort, namely, in the form of "case" called "inducement to break a contract." So far the matter is simple, and the courts have had no difficulty in either asserting or maintaining the principle of this action.

But at once a difficulty arose. Supposing a person alleges that he is justified in inducing another to break a contract, e.g., a father advises his daughter not to marry a man she has promised to marry. The daughter is actionable for breach of contract, but is the father actionable in tort? There are cases on the point, but none which clearly decides it. And the difficulty is this. A person may sometimes stand in a "privileged" position—a position which imposes on him the duty, or confers on him the right of giving advice. Such advice may in fact be unintentionally tortious, e.g., a father may advise his daughter to break her promise to marry a man because he honestly but mistakenly believes the man to be suffering from venereal disease. The existence of such a disease would excuse performance of the contract, and, therefore, justify the advice. The non-existence of the disease, however honest the belief in its existence on the part of a contracting party, is no excuse for breach of performance. Nor is it any excuse for inducement to break it given by a stranger. But a person in a privileged relationship may be in a different position; it may be his duty to give the advice. In such case one is tempted to hold him protected by "privilege" if he acted *bonâ fide*, but to say that he forfeits this "privilege" if he acts maliciously. In others the point at once arises whether "malice" is not the gist of such a tort, i.e., presumed malice in the absence of "privilege," and express malice

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where the inducer is under a duty to give advice, and therefore in a privileged position.

Prior to the Trade Dispute Act, 1906, which gave their present extrajudicial position of immunity to the officials of trade unions, in the course of trade disputes, this point of "privilege," "*bona fide*" advice, and "malice" constantly arose in trade union cases. It was constantly argued that the miners' leaders, for instance, were under a duty to advise their members, and provided they gave *bona fide* advice, were not liable to be sued merely because their advice involved breach of contract by the miners, *e.g.*, a strike without sufficient notice. The point came up, *inter alia*, in such leading cases as *Temperton v. Russell* (1893, 1 Q. B. 715) and *Giblan v. National Amalgamated Labourers Union* (1903, 2 K. B. 600); but in these older cases the whole question of whether "inducement to break a contract" was actionable or not was still open, notwithstanding *Lumley v. Gye* (*supra*), and, therefore, little importance was attached to this apparently sound point. Its significance only began to be perceived when *Allen v. Flood* (1898, A. C. 1) and *Mogul Steamship Co. v. McGregor Gow & Co.* (1892, A. C. 25) had led on to *Quinn v. Leatham* (1901, A. C. 495). But these three cases also raised another question, that of conspiracy, and therefore we must reserve a discussion of the points they involve until we deal with "conspiracy" as a whole in our next article. The same reason prevents us from discussing here the equally important recent judgment of Mr. Justice McCardie in the "Medical Boycott case," namely, *Pratt v. British Medical Association* (1919, 1 K. B. 244), where the point was whether or not an organized boycott of one medical practitioner by others is actionable.

If we eliminate the question of "conspiracy," which is a separate ground of tort, and not relevant to our immediate purpose, it is possible to summarise in a very few sentences the practical result of *Allen v. Flood* (*supra*), and the group of allied cases. It comes to this. Inducement to break a contract is always actionable, except (possibly) where the inducer is under some public duty to give the advice, and does so in the *bona fide* belief that the facts are such as in law to excuse performance of the contract by the person he advises to break it. On the other hand (in the absence of conspiracy), inducement to a person to terminate a contract lawfully, or to refrain from entering into a contract, is not actionable—unless there exists either malicious intent to injure the third party or some element of violence or threats.

This brings us to the last class of actionable "trespass on the case," namely, interference with a man in the lawful exercise of his calling. *Quinn v. Leatham* (*supra*), the leading case, is so mixed up with the doctrine of conspiracy, that it is of little use. *Pratt v. British Medical Association* (*supra*) is much more helpful, but the leading recent cases are Mr. Justice ASTBURY's decision in *Valentine v. Hyde* (1919, 2 Ch. 19), and Mr. Justice P. O. LAWRENCE's much commented on decision in *Davis v. Thomas* (36 T. L. R. 39). Briefly, the rules as they emerge from the cases are as follows:—

(1) Every man has a *prima facie* right to pursue his lawful calling undisturbed.

(2) Disturbance of another in his lawful calling is *prima facie* tortious on proof of malice and damage.

(3) Malice will be presumed against anyone who disturbs another in the pursuit of his lawful calling, provided either the disturber used violence or used threats of violence, or combined with such a number of other persons to secure his end as amounts to irresistible pressure in order to intimidate strangers not to enter into contracts with the plaintiff: *Davis v. Thomas* (*supra*).

(4) But the presumption of malice may in certain cases be rebutted on proof of "privileged occasion." [This proposition is exceedingly doubtful.]

(5) Such "privilege" is rebuttable by proof of express malice or such unreasonableness and excess of "suasion" as amounts to inflict malice.

It will be seen that the doctrine of "illegal coercion" in its final form is independent of the existence of "conspiracy." But it is indirectly affected by "conspiracy." For persuasion

by a combination of persons may amount to intimidation where persuasion employed by one person, using this same method of argument, is not "intimidation," and therefore not actionable. For example, A may threaten to "cut" B, if B is guilty of professional conduct to which A objects. But A may not combine with C, D, X, Y, Z, &c., to "cut" B in such circumstances, for the combined "boycott" of many may amount to intimidation: *Pratt's case* (*supra*); *Davis v. Thomas* (*supra*). Further comment on this interesting point, however, brings in the doctrine of "conspiracy," which we must reserve for another article.

(To be continued.)

Reviews.

Death Duties.

THE DEATH DUTIES, COMPRISING ESTATE, LEGACY AND SUCCESSION DUTIES, WITH DECIDED CASES, FORMS, NOTES ON PRACTICE, AND THE TEXT OF THE STATUTES. By ROBERT DYMOND, of the Estate Duty Office, Somerset House, Solicitor. THIRD EDITION. The Solicitors' Law Stationery Society (Limited). 21s. net.

This book deals with estate duty, legacy duty, and succession duty, and to say this is to say that it concerns very closely the practitioner's daily work. The technicalities of these duties correspond to the technicalities of the various interests in property. Each interest at some time or other attracts duty, and though the duties are imposed in respect of the dead man's estate, it is on the living that their weight presses. No doubt, as long as any property is left there will be something for the State to take; just as, so long as there is any income left, the State can hope to add something further to the income tax. Whether there is to be any limit short of the full 20s. in the £, it is not for us to say, but the subject of death duties and other taxes naturally at the present time induces sober and saddening reflection. However, whether the rate of duty is light or heavy, the principles of its collection are the same, and death duty law, which is one of the latest additions to the domain of jurisprudence, threatens to be one of the most intricate. Certainly it is a subject on which very clear and practical guidance is required, and this is afforded by Mr. Dymond's book.

The first thing the practitioner requires is the text of the statutes, and this is given in the appendix. And then he wants concise exposition which shall point him to the particular provision touching the matter in hand, and show how that provision is to be applied, and this he will find in the three parts which form the body of the work, and deal respectively with the three duties in question. Settlement estate duty was abolished by the Finance Act, 1914, but it has still practical consequences, and the chapter on it is retained. Each part concludes with a chapter on practice, and it is to these, perhaps, that reference will most frequently be made. Lawyers in official positions, like the author, have a familiarity with their own branch of law and practice to which the independent practitioner, who roams over a much wider field, cannot hope to attain. It is convenient, for instance, to turn to Mr. Dymond's statement as to how far legacy duty is claimed under a solicitor's remuneration clause. And his lists of the official forms, and examples of calculation of duty, are valuable. It would be easy to multiply instances of the utility of the book, but it is unnecessary. The practitioner will have no difficulty in proving its value by use.

Books of the Week.

Egyptian Law.—The Egyptian Law of Obligations: A Comparative Study. With Special Reference to the French and the English Law. By FREDERICK PARKER WALTON, Advocate of the Scotch Bar, K.C. (Quebec), LL.D. (Aberdeen and McGill). Two Vols. Stevens & Sons (Limited). 50s. net.

The Auctioneers' and Estate Agents' Institute of the United Kingdom met last week at Newcastle, was on the 10th inst. given a civic welcome by the Lord Mayor. In his presidential address Mr. J. Seagram Richardson (Messrs. Debenham, Tewson and Chinnocks) said that the Institute had outgrown the accommodation at Russell-square, and the possibility that the site would be required for new buildings for the University of London also made it desirable to seek fresh premises. Nothing having come of suggestions which had been made for the provision of an auction mart for real property, the arrangement for holding auctions at Winchester House was renewed. The Institute was now trying to form a company, to be called the London Auction Mart Company, to acquire premises for the purposes of a mart. The cost of building made it impossible to build a mart on an economic basis, and an appeal for funds would be made to the members of the Institute. He hoped that progress would be made towards securing the compulsory registration of all auctioneers engaged in real estate work.

CASES OF THE WEEK.

Court of Appeal.

PHILLIPS v. KIRSHAW, LEESE & CO. (LIM.). No. 1. 10th June

WORKMEN'S COMPENSATION—DEATH OF WORKMAN—PARTIAL DEPENDENCY—DEATH OF ONE DEPENDANT BEFORE APPLICATION—MEASURE OF COMPENSATION—"REASONABLE AND PROPORTIONATE TO THE INJURY"—WORKMEN'S COMPENSATION ACT (6 ED. 7, C. 58), SCHED. I. (1).

A workman having been killed by accident, arising out of and in the course of his employment, leaving a widow and one daughter, the widow died less than four weeks afterwards. A claim was made by the widow's elder daughter, as her legal personal representative, and the workman's own daughter, a girl of thirteen, to compensation as partial dependants of the deceased workman, and for an apportionment of the amount due to the personal representative between the two daughters. The county court judge awarded £250, and made no apportionment. As the workman's daughter only claimed £50 as a direct dependant, the remaining £200 was payable to the widow's representative.

Held, that as the widow had only survived the workman and lost his support for four weeks, the case must go back for reassessment. The compensation had been awarded on a wrong principle, in the belief that the workman's daughter would share in the £200 as part of her mother's estate.

Appeal by the respondents from an award of the county court judge at Stockport. The facts will be found sufficiently stated in the head-note and the judgment below.

THE COURT allowed the appeal.

LORD STERNDAL, M.R., said he thought it was clear that the award could not stand. In the present case a workman was killed by accident, and his death resulted from a cause which entitled his dependants to compensation. He left a widow and a daughter thirteen years of age. At the time of his death his widow was seriously ill with influenza, and from that and the shock of her husband's death from accident, herself died less than four weeks later. An application was made for compensation by the legal personal representative of the widow, her own daughter, and the workman's daughter, as dependants. The deceased man's earnings were proved to have been £3 a week. On those facts the county court judge had to assess compensation under the Act. [His lordship referred to Schedule I. (1) of the Act, and proceeded:] Where the applicants were only partially dependent on the deceased's earnings, the sum to be awarded must be one "reasonable and proportionate to the injury to the said dependants." Here the claim was put forward by the applicants as partial dependants, and on the evidence before the Court in the learned judge's note it was really a case of partial and not total dependency, although the judge added a note to his award, saying that he thought the widow was wholly dependent, but he was bound by the application, and could not find her so. He awarded the sum of £250, and did not say anything in his judgment about apportionment. The claim by the daughter was for £50 only as a dependant, but the applicants agreed that whatever amount should be recovered by the widow's personal representative should be divided between the two daughters. It was obvious, therefore, that £200 was awarded to the widow's executrix. But the widow died only four weeks after the workman's death, and the injury to her did not exceed the amount which she had lost in those four weeks. Where a dependant was alive a county court judge was often put in a great difficulty in calculating the value of the support lost; he had to consider how long the dependant might probably live and enjoy the support which he had lost. But where the dependant had died the amount of the loss was at once ascertainable. As Lord Macnaghten had said in *United Collieries Co. v. Simpson* (1909, A. C. 363, at p. 392): "The employer is liable to make compensation in accordance with the First Schedule of the Act. The deceased leaves, I will suppose, a sole dependant, wholly dependent on his earnings, a grandmother, it may be, on her death-bed, or a grand-daughter engaged to be married to a man well able to support a wife. The grandmother dies, or the grand-daughter is married before any claim for compensation is made. If the judgment under appeal stands, the married grand-daughter or the personal representative of the grandmother, as the case may be, is entitled by reason of the workman's death to a considerable pecuniary benefit, wholly unexpected, and some might think, wholly undeserved. On the other hand, if this workman had left both a grandmother and a grand-daughter in similar circumstances, but each only partially dependent on his earnings, and the one died and the other married before a claim was made, or even after claim made, but before determination of the amount of compensation, it might be that neither the grand-daughter nor the representative of the grandmother would be awarded one farthing." Where the partial dependant died before the arbitration, there was no room for speculation. Therefore the learned judge could not possibly have been justified in awarding to the widow's representative the sum of £200. The only thing to do with the case was to send it back to him for reconsideration, with a direction that to award compensation to a partial dependant on anything like that principle was wrong. The learned judge probably thought he was entitled to award the £200 as he did, because the daughter Lily would be entitled to share in it. In the case of really new trials, the matter should always be sent down to another judge. But the present was not a case of a new trial, but rather of a reassessment of compensation which had to be administered in that particular county court. The appellants would have their costs of that appeal.

ATKIN and YOUNGER, L.J.J., delivered judgment to the same effect, the latter observing that one of the main difficulties of the case was caused by the confusion introduced by the fact that one of the applicants was, by accident, next-of-kin of her mother. The amount payable to the representative of a dependant was in no way dependent on the ultimate destination of the money.—COUNSEL, *Wingate Saul, K.C.*, and *T. Eastham; E. C. Burgis*. SOLICITORS, *John Taylor & Co.*, Manchester; *Brown, Briggs, & Co.*, Stockport.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

HILL AND OTHERS v. KIRSHENSTEIN AND OTHERS. No. 2. 15th June.

LANDLORD AND TENANT—LANDLORD'S PROPERTY TAX—TENANT'S OMISSION TO DEDUCT FROM NEXT RENT—CLAIM TO DEDUCT FROM SUBSEQUENT PAYMENTS—REVENUE ACT, 1911 (1 GEO. V., C. 2), s. 14, SUBSECTION 2—INCOME TAX ACT, 1918 (8 & 9 GEO. V., C. 40), s. 211, SUBSECTION 2—FIRST SCHEDULE, SCHEDULE A, NO. VIII., B. 1.

A tenant who pays his landlord's property tax and omits to deduct it from his next payment of rent has no right to deduct it from any subsequent payment of rent.

Appeal by the defendants from a judgment of Darling, J. (reported 1920, W. N. 116, 36 L. T. Rep., 378), deciding that a tenant who had omitted to deduct the landlord's property tax from his next payment of rent could not afterwards do so. The action was brought by the landlord, who claimed £33 12s. 4d., a year's rent and insurance (less income tax) for premises held by the defendants under a lease granted in 1897 at a rent of £40. There was no dispute about the rent, but the defendants said that for the last twenty years they had paid the landlord's property tax and had not deducted it from their rent, and they now set-off and/or counter-claim £60 odd for such payments of the landlord's property tax as had not been deducted from the rent paid to the landlord.

BANKES, L.J., in dismissing the appeal, said that the defendants relied on section 14, sub-section (2) of the Revenue Act, 1911, which was repeated in section 211 of the Income Tax Act, 1918. It provided that "Any person liable to pay any rent, interest or annuity, or to make any other annual payment, shall be authorized to make any deduction on account of income tax for any income tax year which he has failed to make previously to the passing of the Act imposing the tax for that year, or to make up any deficiency in any such deduction which has been made on the occasion of the next payment of the rent, interest or annuity, or making of the other annual payments after the passing of the Act so imposing the tax, in addition to any other deduction which he may be by law authorized to make, and shall also be entitled, if there is no future payment from which the deduction may be made, to recover the sum which might have been deducted as if it were a debt due from the person against whom the deduction could originally have been made if the Act imposing income tax for the year had been in force." It was contended that section 14 of the Act of 1911, which was re-enacted in section 211, sub-section (2), of the Act of 1918, in similar though not quite identical words, entitled the tenants to amounts which they had paid for landlord's property tax in past years and which were never deducted, and that this deduction could be made at any time from the rent paid. He could not accept that argument. He agreed with Darling, J., that if a person who was liable to pay the rent wished to make the deduction he must make it from the next payment of rent. The defence failed. The law still was that the person paying the property tax who omitted to deduct it from his next payment of rent had no right to deduct it subsequently.

WARRINGTON and SCRUTTON, L.J.J., gave judgments to the like effect. COUNSEL, for the appellants, *J. P. Eddy and F. A. Holt*; for the respondents, *Craig Henderson*. SOLICITORS, *Roberts & Co.*; *Neve, Beck, & Kirby*.

[Reported by ESKINE REID, Barrister-at-Law.]

REX v. NEWCASTLE-UPON-TYNE LOCAL PROFITEERING COMMITTEE. Ex parte PROVINCIAL CINEMATOGRAF THEATRES (LIM.). No. 2. 15th June.

EMERGENCY LEGISLATION—PROFITTEERING—ARTICLES SUPPLIED AT CAFE—RULE FOR CERTIORARI—DISCHARGE—APPEAL—"CRIMINAL CAUSE OR MATTER"—SUPREME COURT OF JUDICATURE ACT, 1873 (36 & 37 VICT. C. 66), s. 47—PROFITTEERING ACT, 1919 (9 & 10 GEO. 5, C. 66), s. 1.

A complaint was made against a company to a Profiteering Committee, who passed a resolution that an excessive charge had been made, and they made an order requiring the company to repay the overcharge, and directed a prosecution. A rule nisi was obtained to bring up the order to be quashed, but the rule was irregular in form and was therefore discharged by a Divisional Court. Thereupon the company entered this appeal. A preliminary objection was taken to the hearing of the appeal on the ground that the order was in a criminal cause or matter.

Held, that the preliminary objection must be allowed, as the order was made under sub-section (2), of section 1, of the Profiteering Act, 1919, and clearly came within the definition of what constitutes a criminal cause or matter.

Wilson v. Lancashire and Yorkshire Railway Co. (ante, p. 358, 36 T. L. R. 412) distinguished.

Appeal from an order of the Divisional Court discharging a rule nisi which had been obtained by the Provincial Cinematograph Theatres (Limited), to quash an order made by the Newcastle-upon-Tyne Local

Profiteering made that Grey-street, creamy chocolate the appellants a prosecuting the member law, and t In the Div was taken complaints (1914, 1 K. jection was prosecution lay. The Yorkshire the order t criminal pr 1 Q. B. 86) THE COU BANKES, case was had been t ection. In tion had b prosecuted tion (2) of this case t within the and was in The prelim be dismiss WARRIN appellants dents, Cor & Mills; Newcastle

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Profiteering Committee against the appellants. A complaint had been made that the appellants had demanded and obtained at their café at Grey-street, Newcastle-upon-Tyne, on 6th December, 1919, 2d. each for creamy chocolate biscuits. The committee made an order requiring the appellants to repay the amount of the excessive charge, and directed a prosecution. The rule nisi was obtained on the ground that two of the members of the committee who adjudicated were disqualified by law, and that the proceedings accordingly were without jurisdiction. In the Divisional Court the rule was discharged, because no objection was taken to the jurisdiction of the Committee at the hearing of the complaint (see *per* Channell, J., in *Rex v. Williams, Ex parte Phillips* (1914, 1 K. B., at p. 613). The company appealed. A preliminary objection was taken by the respondents that the order since it directed a prosecution was made in a criminal cause or matter, and that no appeal lay. The case was distinguishable from *Wilson v. Lancashire and Yorkshire Railway Co.* (reported *ante*, p. 358), where it was held that the order there appealed from was only an order that might lead to a criminal proceeding, and came directly within *Ex parte Pullbrook* (1892, 1 Q. B. 86).

THE COURT allowed the preliminary objection. BANKES, L.J., in dismissing the appeal, said that on the facts this case was distinguishable from *Wilson's case* (*supra*), because a step had been taken which must be regarded as the beginning of the prosecution. In *Wilson's case* no resolution had been come to and no direction had been given that the owners of the refreshment room were to be prosecuted. Moreover, proceedings under sub-section (1) and sub-section (2) of the Profiteering Act, 1919, were separate proceedings. In this case the matter had proceeded to the second case. It came clearly within the definition of what constituted a criminal cause or matter, and was indistinguishable from the case of *Ex parte Pullbrook* (*supra*). The preliminary objection, therefore, succeeded, and the appeal would be dismissed with costs.

WARRINGTON and SCRUTTON, L.J.J., concurred.—COUNSEL, for the appellants, *Barrington Ward, K.C.*, and *Caradoc Rees*; for the respondents, *Compton, K.C.*, and *Simey*. SOLICITORS, *Hyman Isaacs, Lewis, & Mills*; *Collyer-Bristow, Booth, Birks, & Langley*, for *V. B. Bateson*, Newcastle-upon-Tyne.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

WOLSTENHOLME v. AMALGAMATED MUSICIANS' UNION. SAME v. ARISS. Eve, J. 11th June.

TRADE UNION—EXPULSION OF MEMBER—CONDUCT BRINGING UNION INTO DISCREDIT—PROCURING EMPLOYER TO BREAK CONTRACT WITH MEMBER—ULTRA VIRES—INJUNCTION.

Where a rule enables a branch of a union to expel a member for conduct bringing the union into discredit, then any conduct which brings discredit on the branch with the public or any section of it, or with the other component parts of the whole organization, comes within the rule.

Inducing an employer not to continue the employment of an employee is only illegal if it is exercised by the use of illegal means.

In the first of these two actions the plaintiff's claim was against the union for a declaration that a resolution purporting to expel him from membership was *ultra vires* and void. In the second action the claim was against the Cardiff branch of the union for unlawfully procuring his employer to break his contract with him. One of the rules of the union provided that it should be competent for any branch at a special or quarterly meeting to expel any member from the union upon satisfactory proof being given that such member had by his conduct brought the union into discredit.

EVE, J.—I think I ought to read the rule as an enabling one as well as one dealing with procedure, and the question is whether there was evidence on which it could be found that the plaintiff had been satisfactorily proved by his conduct to have brought the union into discredit. "Bringing the union into discredit" must mean the union or any branch of it. Any other construction would impose on the branch seeking to exercise this power of expulsion the impossible task of obtaining satisfactory proof that the conduct had brought the whole union into discredit. The next question is, Bring it into discredit with whom? The plaintiff says, The outside public, and in particular that part of it which has business or professional relations with members of the union. I agree, but why should it be restricted to this class? Is it not equally important that the credit of the branch should be maintained with the head office and the other branches? I think it must be, and that conduct which has brought discredit on the branch with the public or any section of it or with the other component parts of the whole organisation comes within the rule. I think that there were ample materials on which it was open to the branch to come to the conclusion they did come to, and I cannot give the plaintiff the relief he seeks in this action. In the second action the question is, Did the defendants or any of them by threats, coercion or pressure procure the plaintiff's employer to break his contract with the plaintiff and refuse to employ him any longer? It was argued that the passing of the resolution against the plaintiff was an agreement or combination by the members who passed it to do an illegal act in that they thereby resolved that any member playing with the plaintiff after the date therein mentioned should be treated as a non-member. If by the

constitution of the union a member lost his rights as such by playing with a non-member, the resolution was only a reminder of the fact. If, on the other hand, no such penalty attached, the resolution was quite inoperative to impose it. At most it was but the expression of an intention on the part of those who supported it so to treat members who disregarded the resolution. In so resolving, the members were acting within their rights, and having resolved to adopt a line of conduct towards the plaintiff and any of their fellow members who might continue to play with him which they were lawfully entitled to adopt what is it that the plaintiff has to establish before he can maintain this action? He must prove that to procure their object they have resorted to threats, coercion or other illegal means. Inducement not to continue an employment is only illegal if it is exercised by the use of illegal means. What were the illegal means which the plaintiff alleged were used by the defendants to carry out what were legal acts in themselves? In substance, it was the communication to the plaintiff's employer of the terms of the resolution. How can this possibly be treated as a use of illegal means? Can a simple notification to the employer of an intention to do a lawful act whether it be a notification on behalf of an individual or on behalf of a number of persons properly be described as the use of illegal means against the act? I do not think that it can. I come to the conclusion that the plaintiff has failed to establish any cause of action against the defendants or any of them, and I can only dismiss this action also with costs.—COUNSEL, *Gover, K.C.*, and *Stesser*; *Disturnal, K.C.*, and *P. M. Oliver*; *Haatings, K.C.*, and *Draper*. SOLICITORS, *Pritchard, Englefeld, & Co.*, for *Francis & Cooke, Cardiff*; *Hall, Hawkins, Pimblott, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re BATTIE-WRIGHTSON. CECIL v. BATTIE-WRIGHTSON AND OTHERS. Astbury, J. 3rd June.

WILL—CONSTRUCTION—GIFT OF BALANCE IN "SAID BANK"—ERASURE FROM ORIGINAL WILL—RIGHT TO LOOK AT ERASURE—TESTATRIX WITH SEVERAL BANKS—EXTRINSIC EVIDENCE—LATENT AMBIGUITY.

Where the will of a testatrix as originally drafted gave certain legacies out of moneys standing to her credit at the National Provincial Bank, and went on to dispose of the balance to her credit at the "said bank," and by her direction, before execution, the words dealing with the payment out of moneys standing to her credit at the National Provincial Bank were erased, and, she having several banking accounts at the time of her death, a question arose as to the meaning of the words "said bank."

Held, (1) that the Court is always entitled to look at the original will, including the erasures.

Re Harrison (30 Ch. D. 390) followed.

(2) When it is known that the testatrix had more than one banking account, a latent ambiguity arises on the will, and the Court is entitled to explain this by extrinsic evidence, and can look at the original will for that purpose also.

Doe v. Hiscocks (5 M. & W. 363) followed.

This was a summons to determine the meaning of the words "said bank" in the will of the testatrix. The facts were as follows:—The testatrix's draft will, submitted to her for signature, contained the following clause:—"I give the following legacies to be paid out of the money standing to my credit at the National Provincial Bank of England, Bishopsgate, E.C., and not out of any other moneys, namely, to." Here followed the names of seven legatees, with the amounts of their legacies. Then followed a gift to a person already a legatee, as follows:—"I give to the said Annie Maria Middleton, in addition to the legacy which I have already given to her, the undisposed balance which may be to my credit at the said bank after paying thereout the legacies hereinbefore mentioned. Her receipt for the said balance was to be a sufficient discharge to the executors. The testatrix also disposed of the residue in favour of the defendant, Battie-Wrightson. Before the testatrix executed the will she directed the words referring to the National Provincial Bank from "to be paid" down to "namely" to be struck out, which was done, and the alteration duly attested. The will was then executed as altered, it being deemed inadvisable to wait for a fair copy owing to the state of the testatrix's health. The testatrix died on 29th October, 1917, and her will was duly proved, the cancelled words being omitted from the probate, which read without any blank: "I give the following legacies to." The evidence shewed that the testatrix had several banking accounts at the time of her death, six of which were in credit. Counsel for the residuary legatee contended that there was a latent ambiguity, and no evidence was admissible, and if the will was looked at there was a clear intention to exclude the National Provincial Bank. Counsel for the specific legatee contended that the words meant "any bank." Until it was discovered that the testatrix had several banking accounts there was no ambiguity at all. The actual ambiguity was therefore latent, and extrinsic evidence was admissible as to it. They also contended that the Court was always entitled to look at the original will, including the erasures.

ASTBURY, J., after stating the facts, said: Nothing, in my judgment, will prejudice any application for a facsimile probate, but for the purposes of construction the Court is always entitled to look at the original will, including the erasures: see *Jarman on Wills*, 6th ed., p. 44; *Hawkins on Wills*, 2nd ed., pp. 11-13; *Williams on Executors*,

10th ed., p. 445-447; *Manning v. Purcell* (7 D. M. & G. 55), *Shea v. Boschetti* (18 Beav. 321), *Gunn v. Gregory* (3 D. M. & G. 777), and *Re Harrison* (*supra*). On referring to the original will, it is perfectly clear that the "said bank" means the National Provincial Bank, the only bank mentioned in the will, though the clause mentioning it has been struck out for another purpose. On this ground the specific legatee is entitled to the balance at this bank less £125. The case can also be put on another ground, though the last ground is preferable. The testatrix obviously intended to give a balance at a particular bank, but omitted to name it. Until, however, it is ascertained that she had accounts at more than one bank, there is an insufficient description, but no ambiguity. When that fact is ascertained, a latent ambiguity arises, which can be explained by extrinsic evidence: *Hawkins on Wills*, 2nd ed., p. 14; *Wigram on Exclusive Evidence*, 5th ed., p. 110, proposition 7; *Doe v. Hiscoks* (*supra*). The original will with its erasures can therefore also be looked at as extrinsic evidence under the latent ambiguity rule, and the same result follows.—COUNSEL, *Philip Stokes; Hildyard, K.C., and H. B. Vaisey; Luxmoore, K.C., and Roope Reeve*. SOLICITORS, *Foyer; White, Borrett, & Black; Routh, Stacey & Castle for Stapleton & Son, Stamford.*

[Reported by LEONARD MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

IPSWICH PERMANENT MONEY CLUB (LIM.) v. ARTHY AND OTHERS. P. O. Lawrence, J. 27th and 28th April; 21st May.

MORTGAGE—SOLE TRUSTEE A REVERSIONER—NOTICE—KNOWLEDGE—PRIORITY.

The rule in *Dearle v. Hall* (1823, 3 Russell, 1) applies to real estate devised upon trust for sale as well as to an interest in money.

Lloyds Bank v. Pearson (1901, 1 Ch. 865) followed.

Proof of notice of an incumbrance is not necessary to preserve priority; it is sufficient to prove an intelligent apprehension of the nature of the incumbrance which a reasonable or ordinary man of business would act upon.

Lloyd v. Banks (1868, L. R. 3 Ch. 488) applied.

Re Dallas (1904, 2 Ch. 385) distinguished.

This was an action claiming priority over a mortgage by reason of a notice given. The facts were as follows:—In the events which happened in 1896 under the will and codicil of Benjamin Spendelow, his real estate was vested in his son William upon trust for his wife Jane for her life, and after her death upon trust for sale and division between his four children, of whom William and Harry were two. In 1903 William mortgaged his reversionary share to the defendant Arthy to secure £200 and interest. In 1907 William again mortgaged his reversionary share to the plaintiffs to secure £200 and interest, and concealed the existence of Arthy's mortgage. William's share was insufficient to pay both mortgages in full. In July, 1908, the plaintiffs first became aware of Arthy's mortgage, and wrote to Jane and Harry informing them of the two mortgages, and threatening proceedings against William for his fraud; and negotiations ensued between the plaintiffs and Harry, acting for himself and Jane, with a view to their entering into some arrangement to minimise the plaintiffs' loss. On 23rd September, 1908, Harry, at his own suggestion, was appointed a trustee to deal with this situation, and on 29th September the plaintiffs wrote to him and asked him what he proposed to do, and he replied that he could do nothing. On 28th October, 1908, Harry wrote to the plaintiffs and Arthy informing them that by the deed of 23rd September, 1908, he had been appointed trustee, with William, of the estate. On 30th October, 1908, the plaintiffs gave Harry formal notice of their mortgage in writing, and in December, 1911, the transferee of Arthy's mortgage wrote also giving formal notice of this mortgage. In 1915 William died. In 1916 Jane died. In 1917 Harry, as surviving trustee, sold the testator's real estate, and in 1919 the plaintiffs started this action, claiming priority over Arthy's mortgage by reason of their notice, and relied on the cases referred to in the judgment and also on *Ward v. Duncombe* (1893, A. C. 369). The defendant transferee argued that the knowledge Harry acquired before his appointment governed the priorities of the mortgages according to their dates, and relied upon *Lloyd v. Banks* (*supra*).

P. O. LAWRENCE, J., after stating the facts in the course of a considered judgment, said:—It is settled that the rule in *Dearle v. Hall* (*supra*) applies to real estate devised upon trust for sale as well as to an interest in money: see *Lloyds Bank v. Pearson* (*supra*). It is not necessary for an incumbrancer, in order to preserve the priority of his incumbrance, to prove that he gave notice thereof to the trustee. It is sufficient if he can prove that the mind of the trustee has in some way been brought to an intelligent apprehension of the nature of the incumbrance which had come upon the property, so that a reasonable man or an ordinary man of business would act upon the information and would regulate his conduct by it in the execution of the trust: see the judgment of Lord Cairns in *Lloyd v. Banks* (*supra*). In the present case, the evidence is cogent and conclusive that Harry Spendelow

had procured himself to be appointed trustee because he had learned of the existence of Arthy's mortgage, and for the express purpose of himself dealing with the situation that had arisen by reason of that mortgage having been concealed from the plaintiffs, and that that knowledge had continued to operate upon his mind after his appointment, and therefore he knew of Arthy's mortgage before receiving the notice of 30th October, 1908. *Re Dallas* (*supra*), which has been much relied upon by the plaintiffs, is distinguishable. It follows that the priority of Arthy's mortgage is not displaced by the plaintiffs' notice of 30th October, 1908.—COUNSEL, *W. G. Hart; Whitmore Richards*. SOLICITORS, *Field, Roscoe, & Co.; Vizard, Oldham, & Co.*

[Reported by LEONARD MAY, Barrister-at-Law.]

High Court—King's Bench Division.

HARROP v. HARROP. Sankey, J. 12th May.

HUSBAND AND WIFE—MAINTENANCE—PARTIES LIVING ABROAD—FOREIGN JUDGMENT OBTAINED BY WIFE—ACTION IN ENGLAND—FINAL OR INTERLOCUTORY JUDGMENT.

By a judgment obtained by a wife against her husband in the High Court of Perak, Malay States, he was ordered to pay a monthly sum for the maintenance of the wife and the child of the marriage. In an action on this judgment for arrears, in England,

Held, that the judgment could not be enforced here, as it was not final and conclusive, since it could be abrogated or varied by the court that pronounced it, on proof of a change of circumstances of the parties.

Action tried by Sankey, J. Mrs. Harrop, the plaintiff, was the wife of the defendant, J. H. Harrop, and the action was for £134 arrears on a judgment which she had obtained against the defendant in the High Court at Perak, in the Federated Malay States, ordering him to pay 220 dollars a month after 13th December, 1916. The defendant based his defence on two grounds: (1) that the judgment on which the action was brought was a penal judgment pronounced by the Criminal Court of Perak, and that therefore no action could be brought to enforce such judgment in this country; (2) that the judgment was unenforceable on the ground that it was not final and conclusive between the parties, but was liable to be abrogated or varied by the court which pronounced the judgment. The learned Judge in his judgment did not decide whether the foreign judgment was in the nature of a penal or criminal judgment, but based his judgment entirely on the second ground.

SANKEY, J., said the question he should consider was whether the order of the Perak Court was final and conclusive. The material sections of the enactment under which the order was made were 39, 40, and 41, which were headed "Maintenance of wives and children." Section 39 provided that the order might be made for a monthly allowance "in proportion to the means of such person" as to the magistrate should seem reasonable. Section 40 provided for levying the amount due on such order "in the manner by law provided for levying fines imposed by the magistrates or may sentence him to imprisonment." Section 41 provided that "On the application of any person receiving or ordered to pay a monthly allowance . . . and on proof of a change in the circumstances of such person his wife, or child, the magistrate may make such alteration in the allowance ordered as he may think fit." It would be observed that the order was liable to be abrogated or varied upon an application being made for an order to enforce it on proof of a change in the circumstances of the parties. The law as to whether a judgment was final and conclusive was considered in *Re Henderson, Nourion v. Freeman* (38 W. R. 581, 15 App. Cas. 1), where Lord Herschell said that it must be shewn that the existence of the debt was for ever established so as to make it *res judicata* between the parties; and Lord Watson, in the same case, said that the judgment must be final and unalterable, not in the sense that it could not be made the subject of appeal to a higher court, but final and unalterable in the court that pronounced it, and if appealable the English court would only enforce it subject to conditions which would have the interests of those who had the right to appeal. [His lordship also referred to the American case of *De Briemont v. Penniman* (10 Blatchford's Circuit Court Cases, 436).] He was informed that the day before the hearing in the present case the defendant had presented a petition for divorce against his wife. As to which of the parties was right he had no idea, but assuming that the husband was, and that he got his divorce, it would be a strange result that he could be sued by his divorced wife in this country for arrears of maintenance under the original order made in Perak, arrears which the court in Perak might never have adjudged to be paid when the plaintiff applied for an order to enforce them. Moreover, to give effect to the order in this country would enable the plaintiff to obtain a greater benefit from it here than she could obtain in Perak, as the defendant would not be entitled to take here the point that there was a change of circumstances, as he could in Perak under section 41. His opinion was that the judgment of the court in Perak was not final and conclusive within the doctrine of English law, which enabled such judgments of foreign courts to be enforced in England, and his judgment would be for the defendant with costs.—COUNSEL, *Disturnal, K.C., and Latter*, for the plaintiff; *Harold L. Murphy*, for the defendant. SOLICITORS, *Nisbet, Drew, & Loughborough; Stephenson, Harwood, & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

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WARE & DE PREVILLE (LIM.) v. MOTOR TRADES' ASSOCIATION AND OTHERS. Rowlatt, J. 17th May.

INJUNCTION—TRADE UNION—REGULATION OF PRICES—THREATS FOR SECURING CONFORMITY—PUBLICATION OF NAMES IN "STOP LIST."

An association or trade union of motor manufacturers prepared what were called protected lists of prices at which motors and motor articles were to be sold by their agents. They also published periodically a list called a stop list, containing the names of those who sold at prices different from those in the protected lists. Any person or firm so named, or those dealing with them, were not to be supplied, directly or indirectly, with the articles named. The plaintiffs, who were not members of the association, acted as agents for selling a motor-car belonging to a person who also was not a member of the association, and they advertised the car for sale at a price not authorized by the protected list. The defendants published the plaintiffs' name in the stop list.

Held, that the plaintiffs were entitled to an injunction against all persons concerned individually in publishing the stop list restraining them from publishing the plaintiffs' name therein, as such publication was a threat intended to prevent the plaintiffs from making a lawful disposition of their own or their principal's property.

Action tried by Rowlatt, J., without a jury. The plaintiffs, who were motor-car dealers, sought an injunction to restrain the defendants, a trade union of motor manufacturers, from including plaintiffs' name in a stop list published periodically on the authority of the defendant association. The effect of this was that the parties whose names appeared in the list were not to be supplied with any of the articles on the protected lists of the association, which lists were prepared for the purpose "of conserving the fixed resale prices scheduled therein." These resale prices were those at which the agents of the manufacturers of such articles were required by their principals to sell them to the public. The plaintiffs were not members of the defendant association. In the autumn of last year they were communicated with on behalf of a gentleman who had ordered a Vauxhall car, the date of delivery of which was approaching, but which he found he did not require. He thought he could sell this car for more than he had to pay for it, and he employed the plaintiffs to find him a purchaser, and the plaintiffs advertised the car for sale for what it would obtain. The plaintiffs were not agents of the manufacturers, and were under no obligation to anyone not to sell any Vauxhall car at any price they choose. The council of the association, after investigation, decided and informed the plaintiffs that they would be put on the stop list unless (1) they should send a cheque for £50 as a donation to the Cycle and Motor Trade Benevolent Fund; (2) that they should undertake to exercise such better supervision as to prevent such an occurrence happening again. It appeared that the council "sometimes ordered undertakings of this sort to be advertised at the expense of the party called to account," and parties thus shewed that they were alarmed at the possibility of figuring in the stop list. The plaintiffs, on receipt of the association's communication, issued their writ.

ROWLATT, J., said he did not propose to inquire whether, if the plaintiffs had been agents violating a price list which they had undertaken to observe, or agents for others so bound, they could have complained of being placed on the stop list. In the present case the plaintiffs were acting entirely within their rights, and for this they were threatened with the stop list, and the threat was carried out. This was a threat, and more than a warning. The distinction he conceived to be that a "warning" was a "vehicle of advice," and a "threat" an instrument of coercion. He had no doubt that to hold out the prospect of inclusion in the stop list was a threat, primarily to the plaintiffs, secondarily to those who might deal with them but for fear of themselves being included. Thus it was simply the case of an attempt being made to prevent a person making a lawful disposition of his own or his principal's property by threats addressed both to him and to those who might deal with him. It was unnecessary to go through the authorities to shew that this was wrongful. It only remained to consider against whom the injunction should go. It was contended by the plaintiffs that though the association as a trade union was protected against actions of tort by the Trades Disputes Act, yet that they could be restrained from committing a tort in future. Assuming this to be so, yet he did not think, however, that he ought to wield the weapon of an injunction so as to make the association liable to legal proceedings in respect substantially of the same facts as might constitute ground for an action of tort; but the injunction would be granted against the individual defendants who took part in promoting the wrongful acts done to the plaintiffs; and the association would have their costs.—COUNSEL, *Sir John Simon, K.C., Maugham, K.C., and Sir Albion H. Richardson*, for the plaintiffs; *Spencer Bower, K.C., and B. Campion*, for the Motor Association; *Diarmid, K.C., Harold Smith, and Douglas Hogg, K.C.*, appeared respectively for other parties. SOLICITORS, *Theodore Roberts; Engall & Crane; Kenneth Brown, Baker, Baker.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

Mr. Thomas Edward Ellison, of Bank-street, Sheffield, and Totley Grove, Totley, Derby, one of the best known members of the North-Eastern Circuit, and regarded as the Leader of the Bar at Sheffield, left estate of gross value £14,258.

ROYAL EXCHANGE ASSURANCE.

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New Orders, &c.**Orders in Council.****DEFENCE OF THE REALM REGULATIONS.***Revocation.*

[Recitals.]

It is hereby ordered, that Regulation 37D shall be revoked.

11th June.

[Gazette, 11th June.

THE MERCHANT SHIPPING (CONVENTION) ACT, 1914.

Whereas on the 20th day of January, 1914, an International Convention for the Safety of Life at Sea, and for purposes incidental thereto, was duly entered into by His Majesty and the other Signatory Powers more especially referred to and set out in the said Convention:

And whereas a Statute 4 & 5 Geo. 5, c. 50, intitled "an Act to make such amendments of the Law relating to Merchant Shipping as are necessary or expedient to give effect to an International Convention for the Safety of Life at Sea" (being the Convention above referred to) was passed on the 10th day of August, 1914, the short title of which is "The Merchant Shipping (Convention) Act, 1914":

And whereas by Section 29, Sub-section 5, of the said Act it was provided as follows:—

"This Act shall come into operation on the 1st day of July, 1915:

"Provided that His Majesty may, by Order in Council, from time to time postpone the coming into operation of this Act for such period, not exceeding on any occasion of postponement one year, as may be specified in the Order":

And whereas by divers Orders in Council the coming into operation of the said Act has been from time to time postponed, and now stands postponed, by virtue of an Order in Council of the 9th day of December, 1919, until the 1st day of July, 1920:

And whereas His Majesty deems it expedient that the provisions of the said Act should be further postponed:

Now, therefore, His Majesty, by and with the advice of His Privy Council, in pursuance of the powers vested in Him by the above-recited provision, and of all other powers Him thereunto enabling, doth order, and it is hereby ordered, that the provisions of the Merchant Shipping (Convention) Act, 1914, shall be postponed from coming into operation until the 1st day of January, 1921.

11th June.

[Gazette, 11th June.

Ministry of Food Orders.**THE HOPS (RESTRICTION ON DELIVERY) ORDER, 1920.**

1. A person shall not, either on his own behalf or on behalf of any other person, take delivery in the United Kingdom of any hops which may arrive in the United Kingdom after the 10th June, 1920, except under and in accordance with the terms of a licence granted to him by or under the authority of the Food Controller.

2. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

3. This Order may be cited as The Hops (Restriction on Delivery) Order, 1920.

19th May.

THE MANUFACTURE OF FLOUR AND BREAD ORDER, 1918.*Directions relating to Imported Flour*

In exercise of the powers reserved to him by the above Order [S.R. & O., No. 1661 of 1918] the Food Controller hereby directs that the following Regulations shall on and after the 14th June, 1920, be observed by all persons concerned:—

1. Imported flour may not be sold by retail or used for any purpose except when mixed with flour milled and mixed in the United Kingdom in accordance with the Orders and Directions of the Food Controller relating to the milling and mixing of wheat flour.

2. The proportion of imported flour in the mixture shall not exceed 20 per cent., except that

(a) where the mixture is sold by retail in Scotland; or
(b) where the mixture is used in Scotland for some purpose other than the manufacture of biscuits intended for wholesale sale, the proportion shall not exceed 50 per cent.

3.—(a) No person shall use or permit to be used any imported flour in any dough mixture prepared for bread making purposes in any one bakery on any day unless the proportion of imported flour to other ingredients in all such dough mixture is the same in that bakery throughout such day.

(b) For the purposes of this Clause no regard shall be had to any dough mixture used for the making of wholemeal bread or the making of proprietary bread.

(c) If any question arises whether bread is proprietary bread, such question shall be determined by the Food Controller.
28th May.

Societies

The Law Society.

PROVINCIAL MEETING.

The Council of the Law Society have accepted an invitation from the Liverpool Incorporated Law Society to hold the provincial meeting this year in Liverpool. It will accordingly be held in that city on Tuesday and Wednesday, the 5th and 6th October next, and the proceedings will, it is expected, be as follows:—

Monday, 4th October.—Visitors will arrive in Liverpool, and the Lord Mayor and Lady Mayoress will give a reception in the Town Hall in the evening.

Tuesday, 5th October.—Members will meet at St. George's Hall at 10.30 a.m., when the Lord Mayor (Councillor Burton W. Eills) will take the chair, and having welcomed the members attending the meeting, will vacate the chair. The President of the Law Society will then deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon, and will close at 4.30.

In the evening members will be entertained at the Royal Court Theatre, where Mr. Martin Harvey will play.

Wednesday, 6th October.—The meeting will be resumed at 11 a.m., when the reading and discussion of papers will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, and will close at 4.30.

In the evening there will be the dinner, which will be held at the Philharmonic Hall. Tickets can be obtained from the hon. secretary of the Liverpool Society on or before 5th September.

Thursday, 7th October.—The Liverpool Society are arranging several excursions, including Chester and Eaton Hall, Penmaenmawr Quarries; Port Sunlight; drive through Wirral; sea and river trips, &c. Particulars will be given in the detailed programme.

Visitors attending the excursion to Chester will be entertained by the Chester and North Wales Incorporated Law Society.

Arrangements are also being made for members to visit the cathedral, art gallery, docks, university, and other places of interest in the neighbourhood.

Arrangements will also be made for several golf links in the neighbourhood being placed at the disposal of ladies and gentlemen attending the meeting.

Each member will be entitled to take a lady to the above entertainments and excursions (except the dinner).

Any member proposing to attend the meeting should signify his intention, on or before 15th August, to Mr. J. Graham Kenion, the hon. secretary of the Liverpool Society, whose address is 10, Cook-street, Liverpool, stating whether he will be accompanied by a lady. The hon. secretaries will then send him further particulars and, if required, information as to hotels and other accommodation and the price of the dinner tickets.

The council will be glad to receive communications from members willing to read papers at the meeting.

Any member contemplating favouring the council with a paper should let Mr. E. R. Cook, the secretary, know the subject of it on or before 23rd July. The council will then consider the subjects proposed, and select such as they consider are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the President of the Law Society, each member attending the meeting will be at liberty to speak and vote upon

THE MIDDLESEX HOSPITAL.

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any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the council to take the subjects of such resolutions into their consideration.

The hotel accommodation in the city of Liverpool is much in demand, so that early notice will be necessary if rooms are desired.

* The annual general meeting of the Solicitors' Benevolent Association will be held at St. George's Hall, on Wednesday, 6th October, at 10.15 a.m.

The Coroners' Society.

The annual meeting of the Coroners' Society of England and Wales, held on 10th June, was followed by a banquet at the Holborn Restaurant. Mr. KELWAY POPE, Coroner for Southampton (the newly-elected president), proposed the loyal toasts, after which Mr. FORBES, Coroner for Middlesex, gave "Imperial and Local Government."

Major BOYD CARPENTER, M.P., replied, and said his association with coroners began early and abruptly—since, when just turned twenty-one years of age, while driving through London, he was pressed by the police to make up the panel of a coroner's jury. Quite recently, again, he had, as a member of Parliament, been sitting on a committee on local legislation when a county council Bill came before them suggesting that authority be given to that council to request coroners to hold inquests on non-fatal fires. In the Imperial Parliament they were to a great extent governed by party politics, but in committees of the House they did good work on the lines of justice and good judgment and in defiance of any party exigencies; and he thought they were quite right in refusing to put coroners, who exercised an independent authority, under the control of the London County Council. The British people did not favour being ruled by elected assemblies more than was necessary, and liked to have some independent authority to appeal to, especially in such matters as were dealt with by coroners. The coroners were in some respects under the Imperial Parliament in their relationship to the Lord Chancellor, and in other ways they had relations with the local councils, but it was in these days very necessary that they should be in a position to protect their own interests. Imperial and local Governments were in some ways like a pair of scissors, where each blade was separate and sometimes far apart, but at other times they met to accomplish their object.

Mr. BROOKE LITTLE, who proposed the toast of "The Coroners' Society," said the office of coroner was a very ancient one and shrouded in the obscurity of antiquity. It was, however, positively known that coroners existed in the year 1194, in the reign of Richard I., and still further back in the time of King Alfred—that is, if they believed in the testimony of "The Mirror of Justices." Coroners in those early days were required to be able to read and write, and were elected by the popular vote. The office was then an unpaid one, and remained so through the Norman period, but in Henry the Seventh's time a sum of 13s. 4d. was paid to the coroner in all cases of murder and manslaughter out of the chattels of the accused, if convicted. In George the Second's reign the payment of an increased fee for all inquests held upon view of dead bodies was ordained. The true value of the Coroners' Society lay in the protection of the rights and duties of coroners, and any recommendations by its members ought to carry weight with the Government, especially with respect to any contemplated legislation regarding an improved and more elastic method of fixing salaries, the granting of pensions, and the extension of fire inquests outside the city of London. At the present time there were over thirty outstanding enactments relating to coroners which might well be included in one consolidating and amending Act.

Mr. POPE, the president, in acknowledging the toast, thanked Mr. Brooke Little for his interesting, learned and illuminating speech. The Society included in its membership nearly all the coroners of England and Wales, and was beneficial not only to its own members, whom it brought together, but to the public also, for whom suggestions leading to the safeguarding of life and other useful reforms, were made. He, personally, felt almost too full of sentiment and past recollections to

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thank the company properly for the handsome manner in which the toast had been received.

Mr. H. R. OSWALD, Coroner for the Western District of London, proposed the toast of "Our Guests," coupling it with the names of Sir Edward Troup, Permanent Under-Secretary to the Home Office, and Sir Claud Schuster, Permanent Secretary to the Lord Chancellor.

Sir EDWARD TROUP, in acknowledging the toast, said there was no body of men with whom he was officially brought into contact in whom he felt more interested than coroners. This was owing, in great measure, to the antiquity of their office, compared with which the Home Office—started by Mr. Fox as an offshoot from the Ministry of Foreign Affairs in 1762—was a modern creation. Justices of the peace were the juniors, too, of coroners by more than a century. The Home Office was not negligent with regard to legislation, and hoped to deal with the question of coroners' juries as soon as possible. The emergency legislation respecting the powers of coroners to dispense with juries held good for six months after the official termination of the war, and so long as the Turks procrastinated about making peace, so long at least would coroners be able to sit without juries. He hoped it would be possible to deal generally with the jury question and other matters by way of legislation. He had given a good deal of attention to coroners' matters lately, as well as Mr. Simpson (who was present) and others at the Home Office. They had a Bill practically ready as soon as the House of Commons had time to deal with the matter. He had been looking up the history of coroners, and did not himself believe that King Alfred hanged them—because there were none in those days. Coroners formerly tried the pleas of the Crown, but there were no pleas in Alfred's time. The office of coroner appeared to have been established under Henry the Second and Richard the First. With regard to the emergency legislation substituting "seven" and "eleven" for "twelve" and "twenty-three" as the minimum and maximum number of jurors to be summoned by a coroner, the interesting point arose that there were precedents for holding inquests without juries at all since this was done in mediæval times. No complaints had been received from the general public regarding the holding of inquests without juries, save in one case in which a coroner had returned a verdict of *felô de se*. Coroners generally appeared to like the discretionary powers entrusted to them. Another question was whether a coroner should be a lawyer or a medical man. He had read that originally four coroners were elected for a county, and that three of them were soldiers and one a clergyman. He, therefore, regarded it as a narrow view to confine the election of coroners to two professions only. In any case, he felt strongly that, during the next ten years at least, any vacancy should be filled by men who had really seen active service. All coroners used to be knights, but whether that was desirable now was a matter of opinion. Any way, coroners, he thought, ought to be better paid. Even in the higher ranks of the Home Office a war bonus was given, while the junior staff received 30 per cent. increase on their pre-war pay. He was pleased to be the Society's guest that evening, and to be honoured by being associated with the toast.

Sir CLAUD SCHUSTER also replied for the guests in a humorous speech.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on the 10th inst., when Mr. H. B. Curwen was elected chairman of the Board for the current year, and took the chair. The other directors present were Mr. T. H. Gardiner (treasurer), Mr. E. B. V. Christian, Mr. O. F. Leighton, Mr. P. E. Marshall, Mr. A. E. Pridham, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. The annual grants to members' widows and daughters were renewed, amounting to £665, and a further sum of £210 was voted for the relief of non-members' cases and other general business transacted.

The Use of the Words "Chartered Accountant."

In the case of *Institute of Chartered Accountants in England and Wales v. Aitken*, before Mr. Justice Astbury, on the 11th inst., the plaintiffs, says the *Times*, asked for an injunction to restrain the defendant from continuing to use on his cards, circulars, letters and other documents in his business the words "chartered accountant," or from otherwise describing himself as a member of the Institute of Chartered Accountants in England and Wales.

Mr. F. Whimney appeared for the Institute; the defendant was not represented.

Mr. Whimney said that the defendant had represented himself to be a chartered accountant, and he had so described himself in reports which had been filed on behalf of a company of which he was auditor, although he was not, and never had been, a member of the Institute. He had issued business cards describing himself as "J. Aitken and Co. (J. Aitken), Chartered Accountants." His name had also appeared as a "chartered accountant" in the prospectus of a company, when he gave an address in the Outer Temple, E.C. Similar injunctions had been obtained in *The Accountants and Auditors Society v. Goodway* (23 *The Times* L. R., 286; 1907, 1 Ch. 489); and *The Institute of Chartered Accountants v. Hardwick* (36 *The Times* L. R., 342).

His Lordship granted the injunction.

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Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the Bar:—

LINCOLN'S INN.—J. M. Glen; A. E. O. Humphreys-Owen, Trinity College, Cambridge; T. D. A. Williams; Nasserwanji Roostumji Mehta, Calcutta University, LL.B., a Vakil of the High Court, Calcutta; G. J. Lethem, Edinburgh University, M.A., LL.B.; R. W. Jameson, London University, M.R.C.S., L.R.C.P., D.Ph.; C. G. Mackay, Edinburgh University, M.A.; C. G. Oakes; R. Clark, Trinity Hall, Cambridge.

INNER TEMPLE.—C. E. Baker (holder of a certificate of honour, awarded Hilary Term, 1920), Oxford; S. C. Isaacs (holder of a certificate of honour, awarded Easter Term, 1920), B.A., London; N. F. Barwell, M.A., Cambridge; E. Redwood, M.A., Oxford; F. J. Varley, M.A., Oxford; E. C. Sington, M.A., Cambridge; R. W. S. Mendil, M.A., Oxford; R. F. Collins, B.A., Cambridge; C. Balthazar, M.A., Oxford; H. T. Morgan, B.A., Cambridge; E. F. Herring, B.A., Oxford; L. S. Brass, B.A., Oxford; C. H. N. Symon, B.A., Oxford; E. H. M. Crawford, B.A., Oxford; G. P. Jordan, Cambridge; R. A. B. Powell, B.A., Oxford; S. H. Williams; A. G. Heward Mills, Cambridge; P. R. D. Shufeldt, B.A., Oxford; N. H. Moller, B.A., LL.B., Cambridge; A. Gray, B.A., London; F. F. Mee, B.A., Oxford; G. H. Walmisley, M.A., Oxford; B. Drewe, Oxford; P. U. Rissik, Oxford; C. R. Warren, M.A., B.C.L., Oxford.

MIDDLE TEMPLE.—R. F. A. Tutt; G. J. Marsh, M.A., Major, R.A.M.C.; P. N. G. Robinson; N. D. Mudie, M.A.; D. H. Leck, B.A., M.C.; T. S. Macpherson, M.A.; K. W. Barlee, B.A.; L. G. P. Kyvern; A. F. Adkin; Gulab Chand Choudhary, B.A.; F. H. Dracott, Lieutenant, I.A.R.O.; J. D. Wood; T. S. Lamb; K. A. Hooper, M.A.; E. F. Hyde; Syed Hyder Imam, B.A.; R. Hawe, M.A.; L. C. Chalmers-Hunt, M.A.; F. E. Waldron; E. P. Brynning; F. P. Evans, Lieutenant-Commander, R.N.R. (retired); M. Alexander, C.M.G., B.A., B.C.L.; L. C. Inniss; C. L. Henderson, M.A.; Sher Thakur Singh Poul, B.A.; B. v. King; W. R. Armstrong, B.A., LL.D., D.C.L.; H. A. P. Sandrasagra; G. E. Robinson, LL.D., M.C., Bar to M.C., Mentioned in Despatches.

GRAY'S INN.—A. D. Ball, B.A., Exeter College, Oxford, Cadet, his Majesty's Civil Service, Hong-kong; N. R. F. Redhead, Paymaster-Lieutenant, R.N.; W. T. Stevens, Captain, Leicestershire Regiment, B.A., Oriel College, Oxford; M. W. Knight, Lieutenant, Royal Warwickshire Regiment; R. J. Manning, Royal University of Ireland, District Inspector of Police, British Guiana; Nai Supresda, Siamese Government student; Abdul Aziz, Fitzwilliam Hall, Cambridge; G. L. Dawson, Lieutenant, R.F.A., Queen's University, Belfast; L. Fiori, D. P. J. O'Connor, M.C., Captain, the East Surrey Regiment; F. A.

Macquisten, one of his Majesty's Counsel in Scotland, M.P.; C. H. Grundy, Lieutenant, the Bedfordshire Regiment, Arden Prizeman, Gray's Inn, 1919; Bhagwan Singh, Deputy-Superintendent of Police, Ajmer, Rajputana, India.

Legal News.

Appointments.

The Attorney-General has appointed Mr. HUMPHREY MACKWORTH PAUL to be Junior Prosecuting Counsel to the Post Office on the Midland Circuit, in succession to Sir Ryland Adkins, K.C., M.P. Mr. H. M. Paul, like his father, Mr. Herbert Paul, is an ex-president of the Oxford Union Society. He was called to the Bar in 1913.

Mr. CHARLES FREDERIC BELCHER (magistrate, Uganda Protectorate) has been appointed to be Assistant Judge of His Britannic Majesty's Court for Zanzibar.

Business Changes.

The whole of Lancaster-place, Strand, is about to be demolished, and consequently Messrs. CROSSE & SONS are leaving 7, Lancaster-place, where their business has been carried on for just upon half a century. They have acquired a lease of No. 38, Bedford-square, Bloomsbury, London, W.C. 1, to which address their business will be transferred on the 24th inst., from which date all communications should be made to them there. Their new telephone number is Museum 4104, the number being as before.

Changes in Partnerships.

Dissolution.

GEORGE HOGG MILLONS and FREDERICK HEATH NEWCOMBE, solicitors (Millons & Newcombe), 26, Northumberland-street, Newcastle-on-Tyne. 31st May. [Gazette, 11th June.

General.

A movement has been set on foot by the Far Eastern lawyers to have a world-wide Lawyers' Association—the promoters call it an "International Bar Association"—on the analogy of the American Bar Association. It held a congress in Tokio in April, representatives from Manila, Honolulu, Siam, China, India and Java attending. Dr. Masujima (Middle Temple) is, it is understood, the principal promoter.

In the House of Commons on Monday, Mr. Lloyd George, in reply to Sir H. Brittain, said: His Majesty's Government contributed £25,000 to the funds of the League of Nations during the last financial year. I cannot, of course, say what proportion of this sum has been allotted to the officials of the League. His Majesty's Government has hitherto received no information as to the amounts subscribed or guaranteed by other nations.

Mr. Alexander Cahill Maberly, of High Bank Eccles Old-road, Pendleton, Lancashire, leader of the Chancery Bar at Manchester, and chairman of the Governors of Manchester Grammar School, who died on 30th September, has left estate of the value of £60,604, with net personality £60,020. Probate is granted to the Public Trustee. He gives £300, his wines, furniture, fishing-rods and shooting effects, and an annuity of £500 to his wife; an annuity of £200 to his daughter; £500 to Aeonore Rose; £30 each to nephews and nieces; £100 to his clerk, J. M. Hopwood; £20 to his clerk, William Ingham; £100 to James Williams, if still in his service; and the residue of the property in trust for Mrs. Maberly for life, and then for his daughter Muriel.

Lord Shaw of Dunfermline addressed a meeting of the Grotius Society on Tuesday night at the Royal Society of Arts on the League of Nations. He said that he believed our Government to be sincere in wishing Germany to conform to the Treaty terms as to disarmament. Unless we made a beginning with Germany in this matter we should all be dead before the world began again. With regard to the position of America, Lord Shaw said that he respectfully declined to believe that her policy of service and of hope for mankind had proved to have undergone permanent and total eclipse. Only after the Presidential election would the settled will of America be declared. Only then would it be known whether she stood for a policy and practice of isolation, or for that comradeship to which she had officially put her hand. Until that happened the League could not take stock of its strength.

The Times correspondent at New York, in a message dated 16th June, says: Under the first decision of a law passed by the North Dakota Legislature in 1917, Mrs. Reina O'Brien, born out of wedlock forty years ago, has been given control of the estate of her father, John McWilliams, a wealthy farmer, who died subsequent to the passage of the law abolishing illegitimacy. The brothers and sisters of McWilliams contested Mrs. O'Brien's demand for the control of the estate, which is valued at £40,000, but in his decision Judge A. T. Cole, of Cass County District Court, held that she was fully entitled to inherit the estate. The author of the new law is Mr. B. G. Tenneson, a member of the North Dakota Legislature, and an authority on sociological questions. By its provisions children born out of wedlock are entitled to share in estates with equal privileges with legal issue.

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Court Papers.

Supreme Court of Judicature.

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE ATKIN.	MR. JUSTICE SARGANT.
Monday, June 21	Mr. Borrer	Mr. Bloxam	Mr. Synges	Mr. Jolly
Tuesday 22	Goldschmidt	Borrer	Bloxam	Synges
Wednesday 23	Leach	Goldschmidt	Borrer	Bloxam
Thursday 24	Church	Leach	Goldschmidt	Borrer
Friday 25	Farmer	Church	Leach	Goldschmidt
Saturday 26	Jolly	Farmer	Church	Leach
Date.	MR. JUSTICE ASTBURY.	MR. JUSTICE PETERSON.	MR. JUSTICE F. O. LAWRENCE.	MR. JUSTICE RUSSELL.
Monday, June 21	Mr. Church	Mr. Goldschmidt	Mr. Farmer	Mr. Leach
Tuesday 22	Farmer	Leach	Jolly	Church
Wednesday 23	Jolly	Church	Synges	Farmer
Thursday 24	Synges	Farmer	Bloxam	Jolly
Friday 25	Bloxam	Jolly	Borrer	Synges
Saturday 26	Borrer	Synges	Goldschmidt	Bloxam

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, JUNE 8.

SOUTH WESTERN ICE CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are requested to send particulars of their debts or claims to Frederick H. Ware, F.C.A., 7, Unity-st., College Green, Bristol, liquidator.

CLAYTON & CO. (Huddersfield), LTD.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to Frederick White, 6, New-st., Huddersfield, liquidator.

FOOD CORPORATION, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are requested, on or before June 17, to send in their names and addresses, and particulars of their debts or claims, to Frederick Gerard van de Linde, 4, Fenchurch-av., liquidator.

ROBERTS CLUB, LTD.—Creditors are required, on or before July 16, to send in their names and addresses, and full particulars of their debts or claims, to Sidney Harold Hargrove, 16, Victoria-st., liquidator.

SAINT HILDA FISHING CO., LTD.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to William Turner, Chatterley House, Whitby, liquidator.

NEW SPA AND GARDENS, LTD.—Creditors are required, on or before June 30, to send in their names and addresses, and the particulars of their debts or claims, to John Gordon, 7, Bond-pl., Leeds, liquidator.

INDO-CHINESE DEVELOPMENT SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Harold John de Courcy Moore, 2, Gresham-bldgs., Guildhall, liquidator.

London Gazette.—FRIDAY, JUNE 11.

HOSPITALS & GENERAL CONTRACTS, LTD.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Algernon Osmond Miles, 28, King-st., Chesapeake, liquidator.

KUALA-KLANG RUBBER ESTATE, LTD.—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to Hervey Bathurst, 4, Market-bldgs., 29, Mincing-lane, liquidator.

JOSHUA CROOK & SONS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Samuel Greenhalgh, 20, Acacia-av., Bolton, liquidator.

DALSTON SAW MILLS, LTD.—Creditors are required, on or before July 19, to send in their names and addresses, and full particulars of their debts or claims, to Sir John Sutherland Harwood Banner and George Ernest Sendell, 36, Walbrook, liquidators.

NORTH HUMPHOCK (SKELDON) RUBBER CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 5, to send their names and addresses, and the particulars of their debts or claims, to Peter Rucastle Rutherford, 20, Eastcheap, liquidator.

LONGLANDS MILL CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Baby Handley, Bank of England-chambrs., Tib-lane, Manchester, liquidator.

F. H. BAKER & CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Albert Edward Chadwick, 6, Hammett-st., Hyde, liquidator.

BRITISH ROLLING MILLS, LTD. (IN VOLUNTARY LIQUIDATION FOR THE PURPOSE OF RECONSTRUCTION).—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Arthur Sidney Walker, 36, Cleveland-st., Birmingham, liquidator.

London Gazette.—TUESDAY, JUNE 15.

ANGLO-AMERICAN PATENT BOTTLE CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to John Baker, Eldon-st. House, Eldon-st., liquidator.

MISS MILL, LTD.—Creditors are required, on or before July 21, to send their names and addresses, and the names and addresses of their solicitors, to Joseph Joshua Habbeshaw, 20, Medley-st., Rochdale, liquidator.

BEVLINS, LTD.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Henry Morgan, 11, Eldon-st., liquidator.

M. K. WATSON, LTD. (IN LIQUIDATION).—Creditors are required, on or before July 21, to send their names and addresses, with particulars of their debts or claims, to J. E. Haskery, 112, Edmund-st., Birmingham, liquidator.

F. J. FLETCHER, LTD.—Creditors are required, on or before July 2, to send in their names and addresses, and particulars of their debts or claims, to Roy Hobkirk, 10, Kennedy-st., Manchester, liquidator.

VENTURY (CHARTERS TOWERS) GOLD MINING CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before July 24, to send their names and addresses, and particulars of their debts or claims, to Kenneth Owen Loane, 107, Pitt-st., Sydney, New South Wales, Australia, liquidator.

CRUPLANE ELECTRO-PLATE ART METAL CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 15, to send their names and addresses, and particulars of their debts or claims, to Clement Keys, 71, Temple-row, Birmingham, liquidator.

FAIR & CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 31, to send in their names and addresses, with particulars of their debts or claims, to Ernest Charles Shorey, 15, Devonshire-sq., liquidator.

ALFORD PERFECT TRINITY BUILDING SOCIETY.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their claims, to Joseph Roberts, 290, Chapel-st., Salford, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, JUNE 8.

Welsh National Drama Co., Ltd.
British Parchment Co., Ltd.
Bell Graphite Co., Ltd.
New Hadleys, Ltd.
Stanhill Ring Spinning Co., Ltd.
Texton & Wright, Ltd.
International Distributing Agency, Ltd.
Hawes Acetylene Gas Co., Ltd.
William Jackson & Son, Ltd.
Sheffield Secular Hall Co., Ltd.
Saint Hilda Fishing Co., Ltd.
J. & G. Walker, Ltd.
Wesley Victoria Spinning Mills Co., Ltd.
Greenwood & Lister, Ltd.
Pilmor Rubber Co., Ltd.

Auckland Castle Steamship Co., Ltd.
China Silk and Agency Co., Ltd.
Medway Glass Works, Ltd.
Edwick Sanatorium, Ltd.
Tunnicliffe & Hampson, Ltd.
Clayton & Co. (Huddersfield), Ltd.
Bolton Brothers (Waterford), Ltd.
British Ambulance Committee Service de Sainte Militaire.
New York Mill Co., Ltd.
Holston Brewery, Ltd.
South-Western Ice Co., Ltd.
Barnet Cinema Palace, Ltd.
Imperial Mill (Blackburn), Ltd.
Hibner Agency and Manufacturing Co., Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 15.

COOPER, HARRY, 13, High-st., Hulsead, Essex, Motor Engineer. July 19. Moger v. Cooper. Sargant and Russell, J.J. Norman Orfeur, 13, Bedford-row.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 4.

ADAMS, JOHN DINGLE, Eltham, Civil Engineer. July 4. Farrar, Porter & Co., Doctors Commons.

ALEXANDER, FREDERICK, St. Mary-at-Hill. July 31. H. S. A. Foy, Walbrook.

BARROW, ELLEN, Lancaster. June 19. Swainson, Satterthwaite & Swainson, Lancaster.

BARTHELOME, JOHN, Brunstead, Norfolk, Farmer. July 4. Herbert Goodchild, Norwich.

BELL, FRANCIS, Torquay. July 6. Alfred H. Wood, Torquay.

BING, BENJAMIN JAMES, Rue Cambon, Paris, Dentist. July 10. Lewis W. Taylor, Gray's Inn.

BLAKE, HENRY, Brighton. Aug. 3. Cain & Tompkins, 2, Staple inn.

BLAKER, NATHANIEL PAINE, Hurstpierpoint, Sussex, Surgeon. July 5. Howlett & Clarke, Brighton.

BONNER, WILLIAM, Radford, Notts, Licensed Victualler. July 5. J. & A. Bright, Nottingham.

BOWYNS, ADA MARY, Coniston, Lanes. July 1. Thos. Butler & Son, Broughton-in-Furze.

BROWN, THOMAS, Donnington, Salop, Farmer. July 4. Benjamin Hall, Wolverhampton.

CAYDELLIER, EDOUARD VICTOR JOSEPH, Lys Ley Lannoy, France. July 1. Boyce & Evans, 14, Stratford-pl.

CLAYTON, AGNES SARAH, Ely. July 10. Medley, Drawbridge & Co., Scarborough.

CORNEY, FREDERICK GEORGE, Gosport. June 30. Edgcombe, Heilger & Robinson, Portsmouth.

FENTON, WEST FENTON DE WEND, Saint James-st., Journalist. July 15. Osbert A. Cayley, 30, Bedford-row.

FETTER, Lieutenant-Colonel JOHN, South Kensington. July 9. Cunliffe, Blake & Mossman, 48, Chancery-lane.

GARDNER, HERBERT, Kensington. June 30. Burgess, Taylor & Tryon, 1, New-sq.

GARDNER, ELIZABETH, Kensington. June 30. Burgess, Taylor & Tryon, 1, New-sq.

GAYLIFT, MARY ELIZABETH, Wisbech, Confectioner. July 9. Southwell & Dennis, Wisbech.

GILES, WILLIAM, Rawcliffe, York. July 17. W. T. Silvester, Geole, Yorks.

HALL, ELIZABETH, Beech, near Alton, Hampshire. Aug. 7. E. J. Ellis-Fermor, Ripley, Derbyshire.

HAMPTON, MARTHA, Chadley Heath, Staffs. June 28. George Green, Chadley Heath.

HARRINGTON, ANN, Batley. July 1. Cadman, Grylls & Cadman, Gomersal, near Leeds.

HATLEY, WILLIAM GEORGE, Paper-st. June 20. Durrant, Cooper & Hambling, 3, Bank-bldgs., Lethbury.

HENDERSON, JAMES ROBERT, Liverpool. June 21. Teebay & Lynch, Liverpool.

HENTY, CHARLES PERCIVAL, Wimborne, Dorset. July 15. Charles Stevens & Drayton, Walbrook.

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HOOK, JOHN ROSS, Kensington. July 1. Leonard, Harradine & Pidditch, Alder-man's-walk.

JENNINGS, WILLIAM HENRY, Mannamend, Justice of the Peace. June 30. Windett & Windett, Totnes.

JESSOP, MARY ANN, Brighouse, York. Aug. 1. Barber & Jessop, Brighouse.

JOSPH, SIDNEY BORROWDALE, Carlisle. July 12. J. H. Joynson, Liverpool.

KOTCHIE, JAMES, Russell-sq., Stockbroker's Manager. July 4. Harston & Bennett, 35, Lincoln's inn-fields.

LA THASQUE, RUFERT, Stamford Hill. July 5. Devonshire, Monkland & Co., Old Jewry.

MELCHIEUX, ALAN GEORGE JAMES, Maiden Vale. July 12. Hanbury, Whitting & Iagle, 63, New Broad-st.

MELIA, JAMES, Liverpool. July 12. Horrocks & Christian-Jones, Liverpool.

MARTIN, CHARLES THEODORE, Paddington. July 1. Tatham & Lomada, Old Broad-st.

MARTIN, ELI, Flitwick, Bedford. June 14. Fred T. Tanqueray, Amptill.

MAUDE, ANNE HARRIAT, Scarborough. July 16. Medley, Drawbridge & Co., Scarborough.

MCGOWAN, JAMES GREGORY, Manhattan, New York, U.S.A. July 5. Slaughter & May, 18, Austin-frms.

MOORE, JOSEPH, Southampton. July 1. Brooks, Marshall & Moon, Manchester.

NISBET, ADAM THOMSON, Newton Abbot, Doctor. July 4. Harold Michelson & Co., Newton Abbot.

O'DONNELL, JOHN PATRICK, New Burlington-st. July 16. Evelyn, Jones & Co., 7, Laurence Pountney-hill.

OST, GOTTLIEB FREDERICK EMIL, Cheadle Hulme, Chester, Shipping Merchant. July 30. Tucker, Tucker & Richardson, Manchester.

OWEN, DAVID, Llandudoch, Montgomery, Farmer. June 16. Wm. George, Llandudoch.

PEEL, WILLIAM, Puddleton. July 7. Henry F. Jones & Monk, Manchester.

PETERS, JOHN, Falmouth, Rag Manufacturer. July 15. Woodcock, Ryland & Parker, 15, Bloomsbury-sq.

PRESTON, ALBERT EDWARD, Walton, Engine Driver. July 2. Douglas Houstoun, Duchy of Lancaster Office, London.

REYNART, FATHER FELIX, Renais Flandre Orientale, Belgium. Aug. 1. Kingsford & Flower, Ashford, Kent.

ROSELI, LORENZO FORTUNATE JOHN, Lambeth, Hotel Porter. July 1. Downson & Sankey, 19, Adam-st.

SHELTON, WILLIAM HENRY, Upton Park. July 12. Pearce & Rowe, Upton Park.

SINCLAIR, CUTHBERT, Consett, Durham, Foreman Roll Turner. July 5. J. Murray Aynsley, Consett.

SMITH, WILLIAM CARPENTHERS, Poole, Dorset. July 30. Trevanion, Curtis & Ridley, Bournemouth.

STRANGE, LOUISA ANNE, Fulham Palace-rd. July 10. Rickerby & Co., Cheltenham.

STAYTON, HENRY COPE, Westbury-st. July 11. Tippetts, 11, Maiden-lane.

SCHMERFIELD, HERBERT, Maulden, Bedford. June 14. Fred. T. Tanqueray, Amptill.

SWIRE, DOUGLAS WILLIAM, Shrewsbury, Shipowner. July 15. Brooks, Jenkins & Co., Doctors' Commons.

THOMSON, ALEXANDER, Nenth. June 30. A. Russell Thomas & Co., Nenth.

WHITBROUSE JOHN, West Bromwich, Ironworker. June 15. J. & J. Clark, West Bromwich.

WILLIAMS, ANSIE PALMER, Wellington, New Zealand. July 1. Murray, Hutchins & Co., 11, Birchin-lane.

WOLF, CHARLES, Holland Park-gdns. July 15. Alfred D. Levi, 11, Ironmonger-lane.

London Gazette.—TUESDAY, JUNE 8.

LAST DAY OF CLAIM.

ALLEN, HERBERT, Nottingham, Sinkers Maker. Aug. 1. Day & Johnson, Nottingham.

ANTCLIFF, SARAH ANN, Birmingham. July 1. Philip Baker & Co., Birmingham.

ARMOUR, WILLIAM, Marsden, York, physician. June 30. Edgar Freeman, Smith-white.

ASTON, HENRY JAMES, Chelmsford, Essex. July 9. Gepp & Sons, Chelmsford.

ASTON, LOUISA HARRIET, Portland-place. July 16. Boniton, Sons & Sandeman, Clerkenwell.

BOYERILL, CHRISTOPHER GEORGE, Edgbaston, Gun Manufacturer. July 14. Cottrell & Son, Birmingham.

BRANSTON, JESSIE SUSAN, Flookersbrook, Chester. July 5. Corbin, Greener & Cook, 52, Bedford-row.

BRYANT, JOHN THOMAS, Dover, Licensed Victualler. July 14. Lewis & Pain, Dover.

CLUTTERBUCK, WILLIAM HENRY, Handsworth, Gold Chain Maker. July 31. Tanfield & Co., Birmingham.

COOE, RICHARD HENRY, Birkenhead. July 9. Rogers & Birkett, Liverpool.

COONEY, WILLIAM, Gorton, Manchester. July 1. Cobbett, Wheeler & Cobbett, Manchester.

DAVIDS, ANNE TEW, Bulth Wells. Aug. 1. Hugh Vaughan Vaughan, Bulth.

DICKRELL, MORGAN, Cavendish-sq. July 9. Steadman, Van Praagh & Gaylor, 4, Old Burlington-street.

EMSON, ROBERT, Noble-st., Manufacturer's Buyer. July 13. Peter Thomas & Clark, 1, Bush-lane.

EGAN, ROBERT THOMAS, Kentish Town. July 16. Walter A. Jennings, 133, Kentish Town-rd.

EVANS, JAMES, Wellington, Salop. July 10. Henry G. Stevens, Shrewsbury.

FILBY, ELLEN THEODOSIA, Hounslow. July 2. Garner & Sons, Hounslow.

FITZGER, LUCY, Beaumont-gdns. July 5. Gedge, Fiske & Gedge, 10, Norfolk-st.

GIBBS, OLIVIA, Boshury, Hereford. July 3. H. Vernon Smith, Ledbury.

GLEAVE, JAMES, Adlington, Chester, Farmer. June 24. Lake, New & Hadfield, Stockport.

GRANT, ESTHER, Islington. July 19. H. S. Wright & Webb, 12, Bloomsbury-sq.

GREENWOOD, HANNAH JANE, South Yardley, Birmingham. July 1. Huggins & Williams, Birmingham.

- HILL, ELIZABETH, Leigh-on-Sea. July 9. Edwards & Sons, Finsbury-st., Finsbury.
JUNARD, CHARLES FREDERICK, East Liss, Hants. July 2. Burley & Gresh, Peters-
field.
LEWIS, WILLIAM, Carnarvon. July 3. T. W. Henwood & Co., Carnarvon.
LITTLE, WILLIAM DALGLISH, St. James's-st. July 8. Stephenson, Harwood & Co.,
31, Lombard-st.
MILLER, CONSTANTIA, Fleet, Hants. July 14. Scadding & Bodkin, Gordon-sq.
MINNIN, THOMAS HENRY, Sheffield, Steel Manufacturer. July 5. Smith, Smith &
Fielding, Sheffield.
MOORE, WILLIAM HENRY, Dulwich. July 26. Hubbard, Son & Eve, Cheapside.
MYRTON, AGNES, Ramsgate. July 17. K. & W. Daniel, Ramsgate.
NICHOLS, WILLIAM JAMES, Chislehurst. July 10. Wm. Ashford, 55, Great Marl-
borough-st.
PAYNTER, JAMES ROOSE, Carnarvon. July 3. T. W. Henwood & Co., Carnarvon.
PINCOCK, JOHN CHARLES, Clapham Common. July 14. John H. Mote & Son, 11,
Gray's-inn-sq.
PRINCE, GAROLD WEBSTER, Surbiton. July 17. Bird & Eldridge, 10, Great James-st.
PREE, MARTHA, Hove. July 1. Harvey Clifton, 4, New-st., Lincoln's inn.
ROBERTS, MARY ANN, Erwood, Brecon. Aug. 1. Hugh Vaughan Vaughan, Builth.
ROPER, ARTHUR, M.D., Lewisham-hill. July 16. J. Stegall Sawyer, 31, Budge-row.
ROSE, GEORGE EDWARD, King's Lynn. July 6. J. A. Parsons, King's Lynn.
SEAWELL, ETHELRED LUCAS, Bentley, Hampshire. July 8. Ernest Jackson, Farn-
ham, Surrey.
SILVERSTEIN, HENRY WILLIAM, Eastmeon, Hants, Farmer. Aug. 31. Charles Warner
& Richardson, Waltham.
SLEE, JOSEPH, and SUSAN ELLEN SLEE, Dover. July 7. Mowll & Mowll, Dover.
SECRET, GEORGE, Middlesbrough, Fish Dealer. June 30. Herbert Outthwaite,
Middlesbrough.
TAYLOR, ELIZABETH, Gotham, Nottingham. July 19. T. B. Cox, Nottingham.
TAYNTON, ELIZA ANN, Leyton. July 7. Cartwright, Cunningham & Co., 47, Patern-
oster-row.
THOMAS, ELIZABETH, Swansea. July 1. D. O. Thomas, Swansea.
VICKERS, JOHN THOMAS, Harborne. July 16. Hooper, Ryland & Boddington, Bir-
mingham.
WALSH, MART, Swansea. June 30. Andrea & Thompson, Swansea.
WATSON, FREDERICK JOHN, Bucklersbury. July 10. J. K. Nye & Donne, Brighton.
WHELFIELD, ANNIE, Fulham. July 20. Leslie Williams & Alder, 9, Laurence
Pountney-hill.
WHITBO, RONALD HAROLD VIVIAN, East Sheen, Dental Surgeon. July 5. Richard
J. Davis, West Kensington.
WILLIAMS, VYELL VIVIAN, Teignmouth. July 20. Toner & Dell, Teignmouth.
WILLIAMS, ESTHER ANNIE, South Woodford. June 30. May, Sykes, Sheffield, Powell
& Scott Tucker, 2, Lawrence Pountney-hill.
WILLIS, WILLIAM, Middlesbrough. June 21. Herbert Outthwaite, Middlesbrough.
WILSON, MARY ELIZABETH, Sheffield. July 12. Tofield & Mecke, Sheffield.
WOLSTENCROFT, ISABELLA, Upper Tooting. July 31. Diggles & Orden, Manchester.
WOODWARD, MAJOR HENRY JOSEPH, R.G.A., who died on Aug. 22, 1918, in France.
July 8. Slaughter & May, 18, Austin-frs.
London Gazette—FRIDAY, June 11.
ALST, WILLIAM HENRY, Windermere. July 12. Batesons & Co., Liverpool.
ATKINSON, KATHLEEN EMMA, Highgate. July 27. Beamish, Hanson, Airy & Co., 3,
New-sq., Lincoln's inn.
BAKER, EDGAR, Eastbourne. July 26. Hillman, Burt & Warren, Eastbourne.
BALDWIN, ELFRIDA MURIEL, Newtown, Australia. July 10. Bird & Bird, 5, Gray's
Inn-sq.
BARNARD, PERCY CHARLES, Knightsbridge. July 12. Blunt, Clark & Co., 95,
Grosvenor-st.
BASS, JOSEPH, Cardiff, Master Mariner. July 17. Edward Horley, Cardiff.
BEVAN, RICHARD ALEXANDER, Brighton. July 5. Fitz Hugh, Woolley, Beines &
Woolley, Brighton.
BOWKER, SYDNEY, Ellesmere Port. July 10. Pedley, Timperley & Tomkinson,
Ellesmere Port.
BROWN, LUCIA FURBER, Claygate, Surrey. July 17. Pearce & Nicholls, 12, New-
st., Lincoln's inn.
BRYTON, ELLIS, Paignton, Devon. July 16. Eastley & Eastley, Paignton.
CARPENTER, LINDA MARY, South Benfleet. July 21. Beaumont & Son, Coggeshall,
Essex.
CHAPMAN, ROBERT, Walsall Wood, Staffs, Miner. Aug. 10. Enoch Evans & Son,
Walsall.
CHERRIE, FRANCES ELIZABETH, Heath Town, Wolverhampton. July 7. Dallow &
Dallow, Wolverhampton.
CLARK, MARY, Hartlepool. July 22. R. Bell & Son, West Hartlepool.
COHEN, LUCE ELLEN, Tunbridge Wells. July 17. Monro, Saw & Co., 70, Queen-st.
CROGER, LAVINIA LETITIA ADA, Clerkenwell. July 23. Boulton, Sons & Sandeman,
21a, Northampton-sq.
DARLINO, LESLIE JAMES, Conway. July 24. Thompson, Quarrell & Jones, 3, East
India-av.
DEAN, ALFRED MORANT, Pimlico. July 14. Cooper, Bake, Roche & Fettes, 6 and 7,
Portman-st.
DEBRICK, EDWIN THOMAS, Clifton, Bristol. July 1. Arthur J. Baker, Bristol.
DIGGONS, ARTHUR CHARLES HASLEDEN, Muswell Hill. July 4. John J. McIntyre,
40-43, Birchbeck-chmbrs., Holborn.
EASTERSBROOK, GEORGE, Newton Abbot. July 4. Kitsons, Hutchings, Easterbrook
& Co., Torquay.
FEAR, JOHN, Ely. July 15. Hall & Campbell, Market-sq., Ely.
FELICE, GEORGE, Houghy. July 19. Newton & Cabott, Leighton Bussard.
FETTERICK, CLIFFORD WILLIAM, Cleveland, U.S.A. Aug. 14. Robert Styring &
Sons, Sheffield.
FRISCH, JOSE, Huddersfield, Chemist. July 15. Mills & Best, Huddersfield.
FRONTICE, JOHN KELSEY, Sevenoaks. July 16. Pearce & Nicholls, 12, New-st.,
Lincoln's inn.
GROOME, THOMAS MARION, Barry, Glam. July 16. T. A. Woodsend, Nottingham.
HANNFORD, JANE, Brighton. July 15. Stevens & Son, Brighton.
HARDING, MARY ELLEN, Brampton. June 30. R. Milburn & Son, Brampton.
HARRIS, BENJAMIN, Stoke Newington. July 21. Lindo & Co., 2 and 3, West-st.,
Finsbury-chmbrs.
HOPE, GEORGE WELLSLEY, Handover-sq., Mercantile Broker. July 12. Wm. Cook
& King's Bench-walk, Temple.
HORNFALL, WILLIAM BRITT, New Southgate. July 9. Biddle, Thorne, Welsford &
Gait, 22, Aldermanbury.
HORTON, WALTER RICHARD, South Tottenham. July 24. Crose & Sons, 7, Lan-
caster-pl., Strand.
HURSON, MARIE, Drury-lane. July 16. Archibald Bivington, 35, Lincoln's inn-
chmbrs.
HUGHES, STENGER LEIGH, Kensington. July 10. Biddle, Thorne, Welsford & Gait,
22, Aldermanbury.
INGLEY, WILLIAM HENNINGTON, Skipton. July 11. M. R. Knowles, Skipton.
KING, ERNEST RALPH BOLTON, Egerton-gdns. July 12. Walters & Co., 9, New-sq.,
Lincoln's inn.
LAMPARD, ADA CHARLOTTE, West Hackney. July 9. C. F. Lampard, 6, Gray's
Inn-sq.
LANDDOWN, EDWIN THOMAS, Scarborough. July 9. Richardson & Parker, Scar-
borough.
MAIS, 2nd Lieut. ALFRED LIONARD, Boxwich. Aug. 12. Enoch Evans & Son,
Walsall.
MONE, ALFRED, Hampstead. July 17. Bramall & White, 3, Verulam-bldgs. Gray's
Inn.
MORRIS, ALBERT ERNEST, Eghamston, Bank Inspector. July 1. Gilling & Goodfellow,
Cardiff.
MOSSELL, EDWARD FERDINAND JULIEN VICTOR, Brussels. July 30. Wild, Collins &
Crosse, Kennard's House, Crown-st., Cheapside.
MOWAT, GEORGE, Ipswich. July 21. Strick & Bellingham, Swansea.
NIBERT, WILLIAM CHARLES, Inner Temple. Oct. 1. Burton, Yeates & Hart, 21,
Surrey-st.
PRIESTLEY, MAJOR FREDERICK NICOLAUS, Bradford, Manufacturer. June 30. Wm. &
E. H. Middlebrook, Leeds.
PEACE, WILLIAM, Hartshorne, Farmer. July 15. J. & W. J. Drowry & Newbold,
Burton-on-Trent.
RAYNER, CHARLES HENRY, Baywater. July 30. R. Cropley Davies, 66, Westbourne-
sq., Baywater.
ROBINSON, FRANCIS WATSON, Ealing. July 27. Beamish, Hanson, Airy & Co., 3,
New-sq., Lincoln's inn.
ROYLE, ELIZABETH AGNES, Starnborough. June 24. Sanderson & Boyle, Lancaster.
SHAW, WILLIAM SMITH, Fradley, Land Agent. July 19. Birch & Birch, Lichfield.
SMITH, EMILY ELIZABETH DEAN, Kingston Hill, Surrey. July 24. Ince, Colt, Ince &
Roece, St. Benet-chmbrs., Fenchurch-st.
SNELL, CHARLES ROBERT, Maidenhead. July 21. Maxwell & Co., 52, Bishopsgate.
STALEY, WILLIAM HENRY, East Sheen, Director. July 12. Monier-Williams, Robin-
son & Milroy, 6 and 7, Great Tower-st.
STEVENS, JAMES WALLER GILL, Loxwood, Sussex, M.A. Sept. 1. Wade & Eisdell,
Hitchfield.
THOMPSON, ISAAC, Bradford. July 10. Albert V. Hammond, Bradford.
THORNE, CHARLES HENRY, Brixton, Merchant. Aug. 1. A. Armstrong, Mos-
chmbrs., Mostyn-rd., Brixton.
TIFFITT, EDITH, Flushing, Falmouth. July 30. Charles Vincent Downing, Fal-
mouth.
TROQUET, PIERRE LOUIS FRANCOIS, Fulham. July 18. Attenboroughs, 15 and 16,
Thames-inn, Holborn-circus.
TUPPOLME, THOMAS MARTIN, Lincoln, Farmer. July 1. Burton, Scores & White,
Stonesow, Lincoln.
VENABLES, JAMES PERCIVAL, Whithy, Market Gardener. July 10. Pedley, Timper-
ley & Tomkinson, Ellesmere Port.

Messrs. TROLLOPE have sold by private treaty the freehold prop-
erties Nos. 235/241, Union-street, Blackfriars-road, S.E., at a satis-
factory price.

VALUATIONS FOR INSURANCE.—It is very essential that all
Policy Holders should have a detailed valuation of their effects. Prop-
erty is generally very inadequately insured, and in case of loss insurers
suffer accordingly. **DEBENHAM, STORR, & SONS (LIMITED)**,
25, King-street, Covent-garden, W.C.2, the well-known valuers and
chattel auctioneers (established over 100 years), have a staff of Expert
Valuers, and will be glad to advise those desiring valuations for any
purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a
speciality.—[ADVT.]

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INSURANCE.**

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Suitable Clauses for Insertion in Leases and Mortgages of
Licensed Property settled by Counsel, will be sent on application.

For Further Information write: **VICTORIA EMBANKMENT** (next Temple Station), W.C.2.

Bankruptcy Notices.

London Gazette.—THURSDAY, June 1.

RECEIVING ORDERS.

BYLES, HENRY EDWARD, Cambridge, Grocer. Cambridge. Pet. May 29. Ord. May 29.
DALLISON, GEORGE JOSEPH, Erdington, Engineer. Birmingham. Pet. April 30. Ord. May 27.
JACKSON, WILLIAM, Aycliffe, near Darlington, Hay Cutter. Stockton-on-Tees. Pet. May 27. Ord. May 27.
JONES, EDWARD, Ruthin, Denbighshire, Farmer. Wrexham. Pet. May 25. Ord. May 25.
LEWIS, ARTHUR, Treherbert, Glam. Fish Dealer. Pontypridd. Pet. May 28. Ord. May 28.
PATERSON, HENRY W., Hornsey, High Court. Pet. April 30. Ord. May 27.
PHILLIPS, JOHN, Surbiton, Boarding-house Keeper. Kingston, Surrey. Pet. May 5. Ord. May 28.
POTTS, JOHN THOMAS, Newcastle-upon-Tyne, Tripe Preparer. Newcastle-upon-Tyne. Pet. May 14. Ord. May 28.
REECE, REGINALD VAUGHAN, Gloucester, late Relieving Officer, Bridgewater. Pet. May 10. Ord. May 28.
SARGENT, ALEXANDER, Fenchurch-st., Merchant. High Court. Pet. May 5. Ord. May 27.
SHERRELL, WILLIAM, New Broad-st., Hardware Merchant. High Court. Pet. April 7. Ord. May 27.
WILLARD, JAMES, Exeter, General Dealer. Exeter. Pet. May 26. Ord. May 26.
WOODHOUSE, GEORGE HENRY, Holloway, House Furniture's Clerk. High Court. Pet. May 3. Ord. May 27.

FIRST MEETINGS.

DAVIES, JOHN ROBERT (SEN.), and ROBERT JOHN DAVIES (JUN.), Heywood, Lancs., Cotton Merchants. June 9 at 3. Off. Rec., Byrom-st., Manchester.
DAVIS, WILLIAM, Maesteg, Glam., Licensed Victualler. June 9 at 12.30. Off. Rec., 117, St. Mary-st., Cardiff.
HILL, WILLIAM FREDERICK, Penarth, Glam., News-agent. June 8 at 12. Off. Rec., 117, St. Mary-st., Cardiff.
JONES, WILLIAM, Aycliffe, near Darlington, Hay Cutter. June 10 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.
LEWIS, ARTHUR, Treherbert, Glam., Fish Dealer. June 10 at 11.30. Off. Rec., St. Catherine-st., Pontypridd.
MORRIS, FREDERICK, Pendlebury, Salford, Pianoforte Tuner. June 9 at 3. Off. Rec., Bournemouth, Manchester.
PALMER, ALBERT SUSSEX, Margate, Journeyman Electrician. June 8 at 10.30. Off. Rec., 68, Castle-st., Canterbury.
PARKES, ALFRED, Acton Vale, Company Director. June 9 at 11. 14, Bedford-row.
PATERSON, HENRY W., Hornsey. June 10 at 12. Bankruptcy-bldgs., Carey-st.
PHILLIPS, JOHN, Surbiton, Surrey. June 8 at 11. 132, York-st., Westminster Bridge-rd.
SHERRELL, WILLIAM, Chiswick. June 9 at 11.30. 14, Bedford-row.
SNYDER, SIDNEY, Birmingham, Engineer. June 11 at 11.30. Ruskin-chambers, 191, Corporation-st., Birmingham.
SARGENT, ALEXANDER, Fenchurch-st., Merchant. June 10 at 11. Bankruptcy-bldgs., Carey-st.
SHERRELL, WILLIAM, New Broad-st., Hardware Merchant. June 9 at 12. Bankruptcy-bldgs., Carey-st.
SWINDELL, GEORGE, Crook, Sheffield, Puddler. June 8 at 12. Off. Rec., Picture-lane, Sheffield.
WILLARD, JAMES, Exeter, General Dealer. June 9 at 12. Off. Rec., 9, Bedford-circus, Exeter.
WOODHOUSE, GEORGE HENRY, Holloway, House Furniture's Clerk. June 9 at 11. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

BYLES, HENRY EDWARD, Cambridge, Grocer. Cambridge. Pet. May 29. Ord. May 29.
DALLISON, WILLIAM, Aycliffe, near Darlington, Hay Cutter. Stockton-on-Tees. Pet. May 27. Ord. May 27.
JONES, EDWARD, Ruthin, Denbighshire, Farmer. Wrexham. Pet. May 25. Ord. May 25.
LEWIS, ARTHUR, Treherbert, Glam., Fish Dealer. Pontypridd. Pet. May 28. Ord. May 28.
WILLARD, JAMES, Exeter, General Dealer. Exeter. Pet. May 26. Ord. May 26.
WOODHOUSE, GEORGE HENRY, Holloway, House Furniture's Clerk. High Court. Pet. May 3. Ord. May 29.

Amended Notice substituted for that published in the London Gazette of April 27.

KILBY, HUGH MORTON MANCRA, Greenham-bldgs., Rasinghall-st., Merchants. High Court. Pet. March 19. Ord. April 23.

London Gazette.—FRIDAY, June 4.

RECEIVING ORDERS.

AARONBERG, DAVIS, Commercial-rd., Ladies' Tailor. High Court. Pet. June 1. Ord. June 1.
ANGLO-OVERSEAS CO., Laurence Pountney-hill, Merchants. High Court. Pet. April 28. Ord. June 1.
BAKER, HAROLD, Greenwich, Greenwich. Pet. May 5. Ord. June 1.
BARRIE, PETER C., Hampstead. High Court. Pet. April 29. Ord. June 1.
BATHURST, WILLIAM HARVEY, Piccadilly. High Court. Pet. April 21. Ord. May 31.

BOYLE, RICHARD THOMAS, Clayton-le-Moors, Colliery Clerk. Blackburn. Pet. June 1. Ord. June 1.
BROWN, LESLIE ROY, Newport, Schoolmaster. Newport. Pet. June 2. Ord. June 2.
CAMELIE, LESLIE MORTON, Wadebridge, Grocer. Truro. Pet. June 2. Ord. June 2.
CLERMONT, ROBERT, Mayfair. High Court. Pet. May 5. Ord. June 1.
DOWNS, SAMUEL, Chester, Taxi-Cab Proprietor. Chester. Pet. May 3. Ord. June 1.
DEATON, ARTHUR CHARLES, Great Tower-st. High Court. Pet. May 30. Ord. June 1.
DUTTON, W. A., Carey-st., Artist. High Court. Pet. May 17. Ord. May 31.
FRASER, REGINALD, West Kensington, Engineer. High Court. Pet. April 13. Ord. June 1.
HAYMAN, CUTHBERT JOSEPH THOMAS, Leytonstone, Electrical Engineer. High Court. Pet. June 2. Ord. June 2.
HOLDWAY, EDWIN WILLIAM, Bush Hill Park, Engineer. Edmonstone. Pet. May 31. Ord. May 31.
JONES, ROBERT HUMPHREYS, Masseywood, Pontypridd, Collier. Pontypridd. Pet. May 31. Ord. May 31.
LAKING, ARTHUR EDWARD, Anlaby, Yorks., Saw Mill Proprietor. Kingston-upon-Hull. Pet. May 31. Ord. May 31.
LEWIS, WALTER, Coleman-st. High Court. Pet. March 4. Ord. June 2.
LOGAN, D. E., Paris, France. High Court. Pet. March 29. Ord. June 2.
MAGREGOR, JOHN, Manchester-sq., Medical Practitioner. High Court. Pet. June 1. Ord. June 1.
SLATER, CHARLES, Middlesbrough, General Dealer. Middlesbrough. Pet. June 2. Ord. June 2.
STEWART, JOHN MILNE, Moorville, Cumberland, Timber Merchant. Carlisle. Pet. June 2. Ord. June 2.
WHATE, LOUISA FRANCES, Stoke Newington, Furniture Dealer. Edmonstone. Pet. May 31. Ord. May 31.

FIRST MEETINGS.

AARONBERG, DAVIS, Commercial-rd., Ladies' Tailor. June 15 at 12. Bankruptcy-bldgs., Carey-st.
ANGLO-OVERSEAS CO., Laurence Pountney-hill, Merchants. June 18 at 12. Bankruptcy-bldgs., Carey-st.
BAKER, HAROLD, Greenwich. June 11 at 11.30. 132, York-rd., Westminster Bridge-rd.
BARRIE, PETER C., Hampstead. June 18 at 11. Bankruptcy-bldgs., Carey-st.
BATHURST, WILLIAM HARVEY, Piccadilly. June 14 at 11. Bankruptcy-bldgs., Carey-st.
BROWN, LESLIE ROY, Newport, Schoolmaster. June 16 at 3.30. Bugle Hotel, High-st., Newport.
CLERMONT, ROBERT, Mayfair. June 15 at 11. Bankruptcy-bldgs., Carey-st.
DALLISON, GEORGE JOSEPH, Birmingham, Engineer. June 16 at 12. Ruskin-chambers, 191, Corporation-st., Birmingham.
DEATON, ARTHUR CHARLES, Great Tower-st. June 15 at 11.30. Bankruptcy-bldgs., Carey-st.
DUTTON, W. A., Carey-st., Artist. June 14 at 12. Bankruptcy-bldgs., Carey-st.
FRASER, REGINALD, West Kensington, Engineer. June 17 at 12. Bankruptcy-bldgs., Carey-st.
HAYMAN, CUTHBERT JOSEPH THOMAS, Leytonstone, Electrical Engineer. June 15 at 11. Bankruptcy-bldgs., Carey-st.
JONES, ROBERT HUMPHREYS, Masseywood, Pontypridd, Collier. June 11 at 11. Off. Rec., Saint Catherine-st., Pontypridd.
LAWRENCE, JOSEPH SAMUEL, Birmingham, Manager. June 16 at 11.30. Ruskin-chambers, 191, Corporation-st., Birmingham.
LEWIS, WALTER, Coleman-st. June 14 at 12. Bankruptcy-bldgs., Carey-st.
LOGAN, D. E., Paris. June 16 at 12. Bankruptcy-bldgs., Carey-st.
MAGREGOR, JOHN, Manchester-sq., Medical Practitioner. June 15 at 12. Bankruptcy-bldgs., Carey-st.
POTTS, JOHN THOMAS, Newcastle-upon-Tyne, Tripe Preparer. June 15 at 11. Off. Rec., Pearl-bldgs., 4, Northumberland-st., Newcastle-upon-Tyne.
WARBRICK, MIDFORD, Leeds. June 11 at 11.15. Off. Rec., 16, Cornhill-st., Barrow-in-Furness.
WOODHOUSE, CHARLES REID, Hertford. June 14 at 11. 14, Bedford-row.
WRAUGH, DAVID DAVE, Sheffield, Spoon and Fork Manufacturer. June 11 at 12. Off. Rec., Figtrees-lane, Sheffield.

ADJUDICATIONS.

AARONBERG, DAVIS, Commercial-rd., Ladies' Tailor. High Court. Pet. June 1. Ord. June 1.
BOYLE, RICHARD THOMAS, Clayton-le-Moors, Colliery Clerk. Blackburn. Pet. June 1. Ord. June 1.
CAMELIE, LESLIE MORTON, Wadebridge, Cornwall, Grocer. Truro. Pet. June 2. Ord. June 2.
DEAN, MINNIE ADELAIDE, Wallasey, Chester, Birkenhead. Pet. April 26. Ord. May 31.
ELIAS, ELIABO VICTOR, Baker-st. High Court. Pet. March 29. Ord. May 31.
EYCOOT-MARTIN, HAROLD ROSS, Earl's Court. High Court. Pet. April 9. Ord. May 31.
HAYMAN, CUTHBERT JOSEPH THOMAS, Leytonstone, Electrical Engineer. High Court. Pet. June 2. Ord. June 2.
JONES, ROBERT HUMPHREYS, Masseywood, Pontypridd, Collier. Pontypridd. Pet. May 31. Ord. May 31.
LAKING, ARTHUR EDWARD, Anlaby, Yorks., Saw Mill Proprietor. Kingston-upon-Hull. Pet. May 31. Ord. June 2.
MAGREGOR, JOHN, Manchester-sq., Medical Practitioner. High Court. Pet. June 1. Ord. June 1.
PATERSON, HENRY WILLIAM, Hornsey, High Court. Pet. April 30. Ord. May 31.
PHILLIPS, JOHN, Surbiton, Surrey, Boarding House-keeper. Kingston, Surrey. Pet. May 5. Ord. June 2.
REECE, REGINALD VAUGHAN, Walmore Hill, Gloucester, Bridgewater. Pet. May 10. Ord. June 2.

ROSENTHAL, ARNOLD WILLIAM, Turnham Green, Company Director. Brentford. Pet. Oct. 17. Ord. May 29.
SLATER, CHARLES, Middlesbrough, York, General Dealer. Middlesbrough. Pet. June 2. Ord. June 2.
SARGENT, ALEXANDER, Fenchurch-st., Merchant. High Court. Pet. May 5. Ord. June 1.
STEWART, JOHN MILNE, Cumberland, Timber Merchant. Carlisle. Pet. June 2. Ord. June 2.
WHATE, LOUISA FRANCES, Stoke Newington, Furniture Dealer. Edmonstone. Pet. May 31. Ord. May 31.

ADJUDICATION ANNULED.

HUDSON, JOHN AUGUSTINE, Southsea, Portsmouth. Adj. Dec. 2, 1912. Annul. May 21, 1920.

London Gazette.—THURSDAY, June 3.

RECEIVING ORDERS.

AIRPORT, JAMES, Upper Bedford-pl. Worcester. Pet. Mar. 30. Ord. June 5.
CULLEN, JOHN RAYMOND, Keynsham, Pork Butcher. Bristol. Pet. June 2. Ord. June 3.
HIND, JAMES, Castle Carrock, Cumberland, Farmer. Carlisle. Pet. May 17. Ord. June 4.
PERLMUTTER, A., Spitalfields, Blouse Manufacturer. High Court. Pet. May 19. Ord. June 4.
TURNER, ANNIE, Bury, Lancs., Bolton. Pet. June 5. Ord. June 5.
WHITFIELD, GEORGE JAMES, Pontnewynydd, Butcher. Newport, Mon. Pet. June 5. Ord. June 5.
WILLS, WALTER LEIGH, Little Bowden, Northampton, Grocer. Leicester. Pet. June 5. Ord. June 5.

FIRST MEETINGS.

JONES, EDWARD, Pwllglas, near Ruthin, Farmer. June 15 at 12. Crypt-chambers, Eastgate-rd., Chester.
PERLMUTTER, A., Spitalfields, Blouse Manufacturer. June 16 at 11. Bankruptcy-bldgs., Carey-st.
REECE, REGINALD VAUGHAN, Walmore-hill, Gloucester. June 21 at 11.45. County Court Office, Bridgewater.
SLATER, CHARLES, Middlesbrough, General Dealer. June 17 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.

ADJUDICATIONS.

BAKER, HAROLD, Greenwich, Greenwich. Pet. May 5. Ord. June 4.
BATHURST, EDWIN RILEY, Chancery-lane. High Court. Pet. Feb. 4. Ord. June 4.
FENTON, MONTAGUE WILLIAM, Sutton. Croydon. Pet. Oct. 31. Ord. June 3.
GARDNER, GERALD HOWARD, Kew, Wandsworth. Pet. Jan. 28. Ord. June 4.
HOLDWAY, EDWIN WILLIAM, Bush Hill Park, Engineer. Edmonstone. Pet. May 31. Ord. June 3.
TURNER, ANNIE, Bury, Lancs., Bolton. Pet. June 5. Ord. June 5.
WHITFIELD, GEORGE JAMES, Pontnewynydd, Monmouth, Butcher. Newport, Mon. Pet. June 5. Ord. June 5.
WILLS, WALTER LEIGH, Little Bowden, Northampton, Grocer. Leicester. Pet. June 5. Ord. June 5.
ZEYEN, GUSTAVE EDWARD, 16, Mark-la. High Court. Pet. March 13. Ord. June 4.

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